

DRAFT

Agenda Item Number :

1A

Request For Council Action

Date Submitted 2014-12-10 08:45:35**Applicant** Lynn Ginocchio**Quick Title** Amendment #8 To Hangar One Lease**Subject** This is extension #8 to the lease. Current lease expired November 30th, the extension will go through March 31st. The lessee pays \$1600.00/month.**Discussion****Cost** \$0.00**City Manager Recommendation** Continuing saga with Fed Ex at old Airport.**Action Taken****Requested by** Shawn Guzman**File Attachments** Hangar One Amendment #8 to Addendum to Leases and Release. H.G. & S. Inc..PW.v1.dh.doc**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** Hangar One Amendment #8 to Addendum to Leases and Release. H.G. & S. Inc..PW.v1.dh.doc

AMENDMENT #8 TO
ADDENDUM TO LEASES AND RELEASE
BETWEEN CITY OF ST. GEORGE AND HANGAR #1

THIS AMENDMENT #8 TO ADDENDUM TO LEASES AND RELEASE ("Amendment") is entered as of September 1, 2013, by and between the City of St. George, a Utah municipal corporation ("Lessor") and H.G. & S., INC., a Utah corporation, dba St. George Hangar #1 ("Lessee"), to amend the Addendum to Leases and Release entered between Lessor and Lessee as of March 1, 2010.

- A. Among other things, Lessor and Lessee entered the Addendum to Leases and Release to extend the terms of the leases specified in that addendum.
- B. Federal Express Corporation, the current sublessee of Lessee ("FedEx"), desires to relocate its current operations from Lessee's hanger to a site located within the corporate limits of the City of St. George, but needs additional time to do so.
- C. The parties now desire to further extend the terms of such leases as provided in this Amendment.

THEREFORE, in consideration of the provisions of this Amendment, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Paragraph 1 of the Addendum to Leases and Release is hereby amended to read as follows:

Notwithstanding any provision of the Leases to the contrary, the term of each of the Leases that were amended to expire automatically April 15, 2011, the leases are hereby amended to expire automatically upon the earlier occurrence of any of the following:

- i. March 31, 2015; or
- ii. Thirty (30) days after such time that a Certificate of Occupancy is issued for a building constructed or leased by FedEx for a location within the corporate limits of the City of St. George for the re-location of its St. George operations from the former airport (referred to as the "Existing Airport" in the Addendum).

Lessee agrees to leave all premises at the former airport (referred to as the "Existing Airport" in the Addendum) on or before such date.

2. Paragraph 2 of the Addendum is hereby amended to read as follows:

Notwithstanding any provision of the Addendum to Leases and Releases to the contrary, Lessee agrees to pay Lessor rent of \$1,600 per month beginning on May 1st, 2014.

3. Except as modified by this Amendment, the parties hereto agree that the Addendum to Leases and Release shall remain fully in effect.

IN WITNESS WHEREOF, the parties hereto have entered this Amendment as of the day and year first written above.

LESSOR:

City of St. George, a Utah municipal corporation

By:

Its:

Approved as to Form:

Attest:

Shawn M. Guzman
City Attorney

Christina Fernandez
City Recorder

LESSEE:

H.G. & S., INC., a Utah corporation, dba St. George Hangar #1

By:

Its:

DRAFTAgenda Item Number : **1B**

Request For Council Action

Date Submitted 2014-12-09 14:03:37**Applicant** Philip Peterson**Quick Title** November financial report**Subject** November financial report**Discussion** I will have the report completed by the time it is needed to put in the packets.**Cost** \$0.00**City Manager Recommendation** So far so good. No major issues at this time with regard to revenue projections or expenditures.**Action Taken****Requested by** Philip Peterson**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**



MONTHLY FINANCIAL REPORT

FIVE MONTHS ENDED

NOVEMBER 30, 2014

CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORT
FIVE MONTHS ENDED NOVEMBER 30, 2014

FINANCE DIRECTOR'S COMMENTS:

The attached report represents activity in the various city funds for the FIVE months ended November 30, 2014. This period represents 41.67% of the fiscal year.

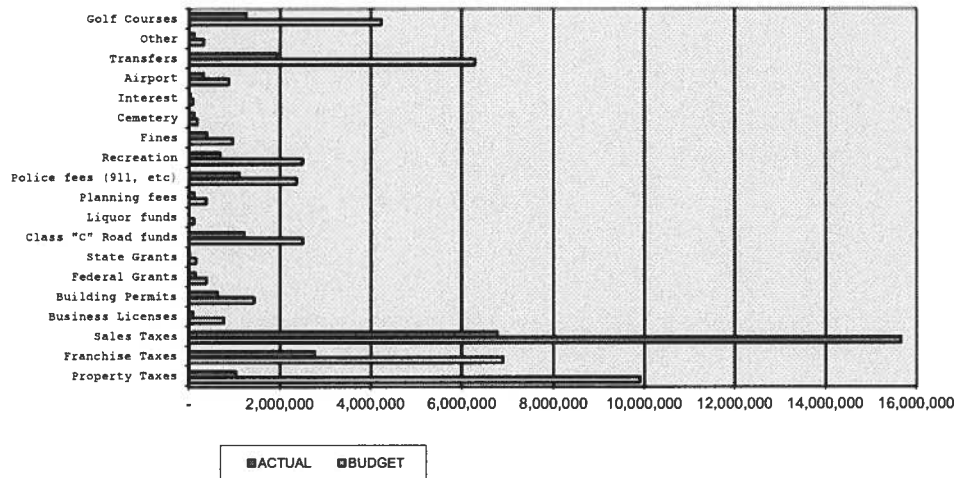
As you can see in reviewing the General Fund revenues and expenditures, a line item has now been added to incorporate the golf courses into a division within the General Fund. I have restated the revenue comparisons worksheet to reflect this also for last fiscal year so as to make a fair comparison.

- 1) General Fund revenues are at 33.34% of budget, however this is not too alarming yet, as property taxes are a large source of revenues and the majority of property taxes are not received until December and January.
- 2) Overall General Fund revenues are up almost 6% over the prior fiscal year. Sales taxes are up 5.64% over last year and franchise taxes are up 6.91%. The Golf revenues are up because of the City now operating the snack bars and merchandise sales at the various courses whereas in previous years these were operated by the golf professionals.
- 3) The attached general fund revenue schedule is good to give you a quick review of how revenues are trending in comparison with the budget.
- 4) General Fund expenditures are at 38.06% of budget for the year to date. In comparison with the last fiscal year which was at 34.07% through November. Again, it is early in the fiscal year so expenditures will continue to be monitored closely.
- 5) The revenue comparison schedule attached to this report does show a mixed bag as some fund revenues are up in comparison to prior years, while others are down.
- 6) The City Treasurer's October deposit and investment report is also attached for your review of all City funds held in various bank accounts and investments.

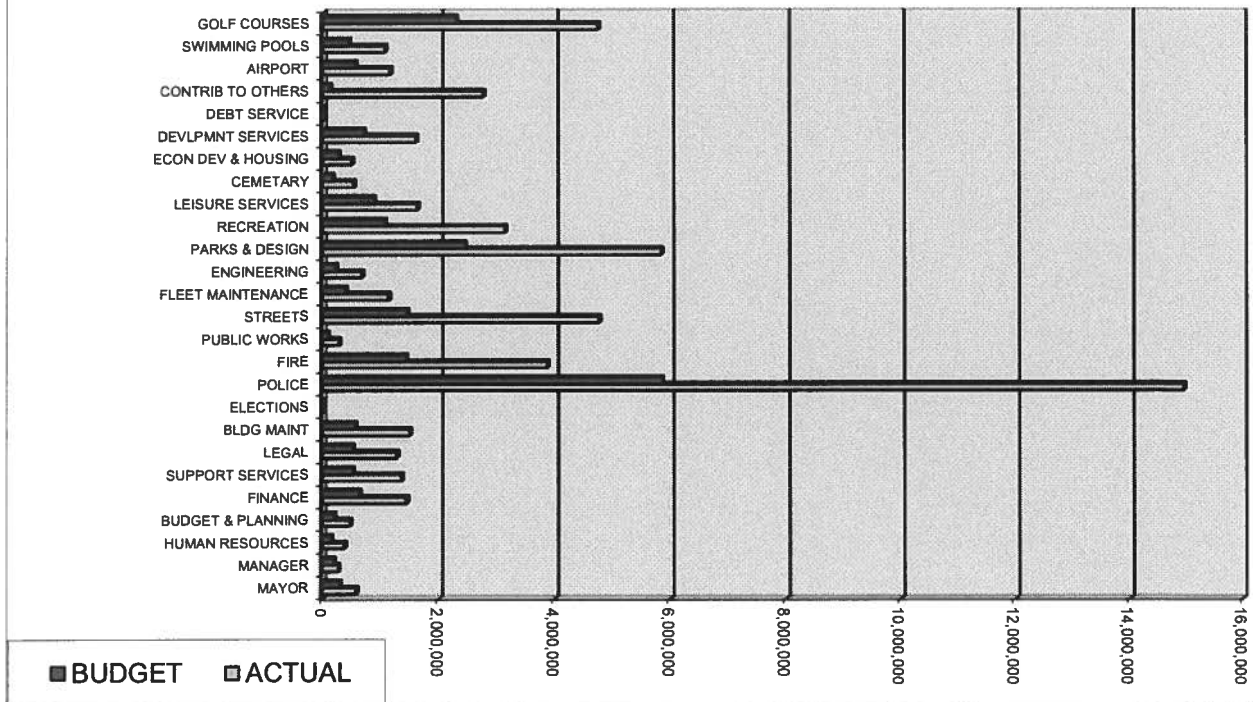
If there are any questions, comments, or concerns, please feel free to contact me at any time at any of the following: Philip.peterson@sgcity.org, 627-4701, or cell at 703-0874.

CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
11/30/2014

GENERAL FUND REVENUES

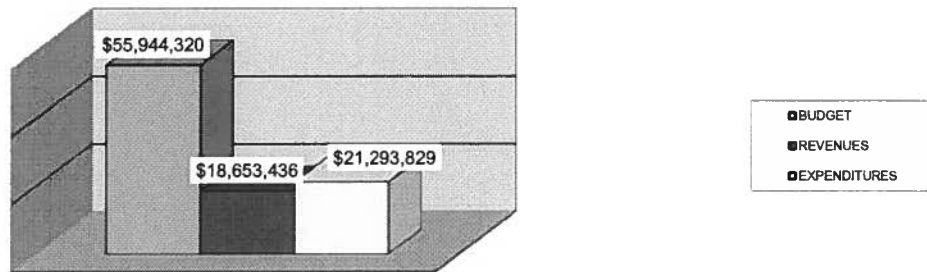


GENERAL FUND EXPENDITURES

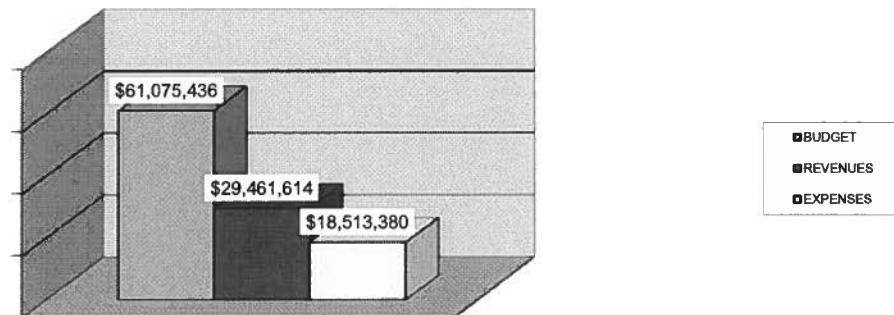


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
11/30/2014

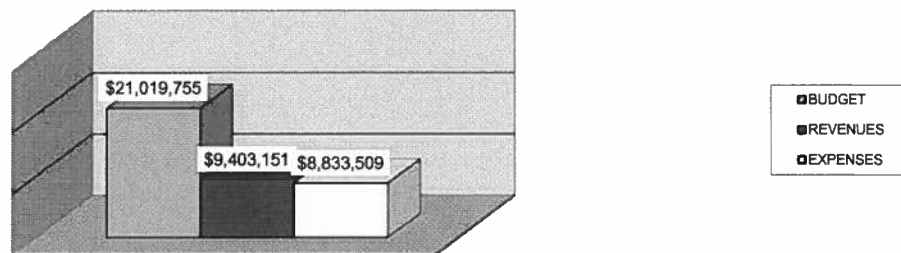
GENERAL FUND



ELECTRIC UTILITY

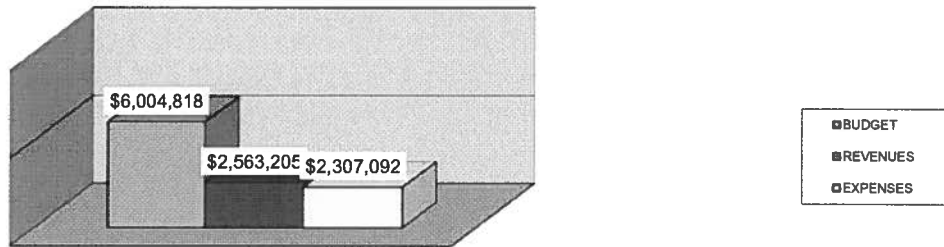


WATER UTILITY

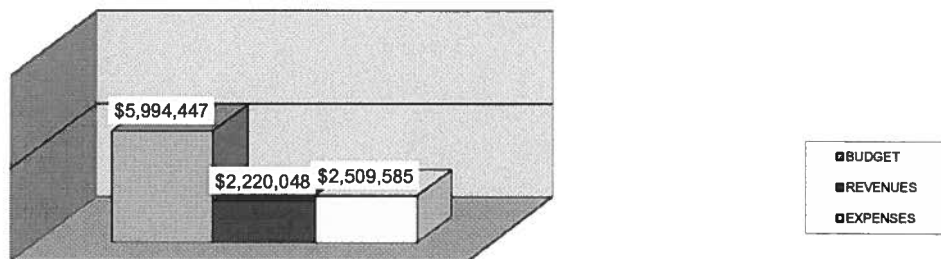


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
11/30/2014

WASTEWATER COLLECTION (includes impact)

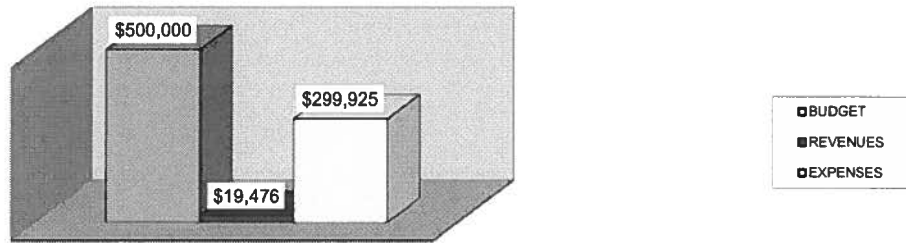


WASTEWATER TREATMENT (includes impact)

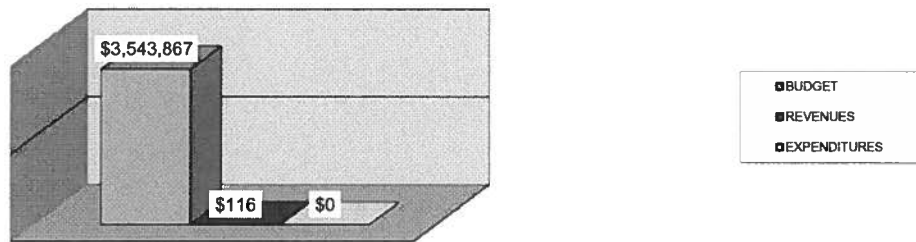


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
11/30/2014

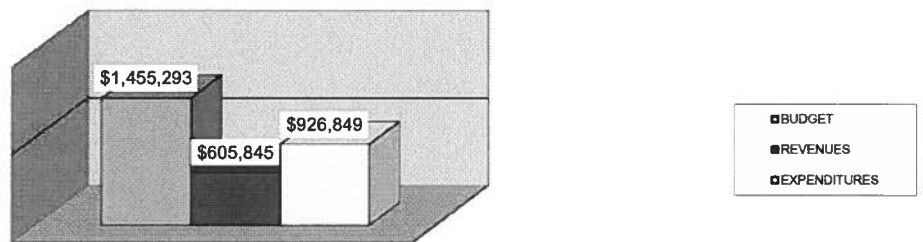
CDBG BLOCK GRANT FUND



SALES TAX BOND CAP. PROJECT FUND

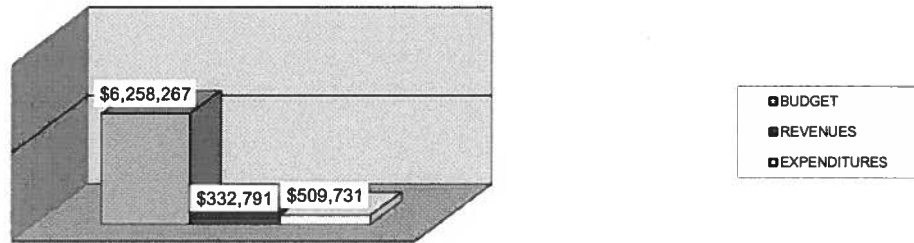


DIXIE CENTER OPERATIONS

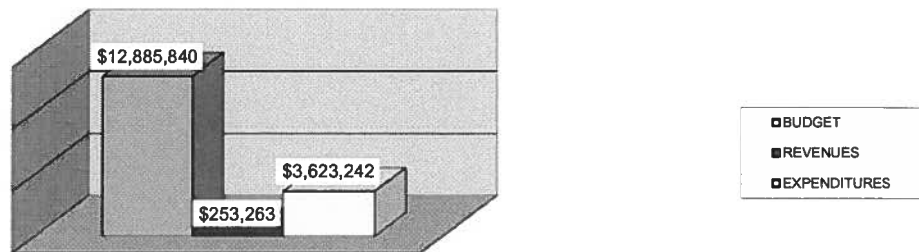


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
11/30/2014

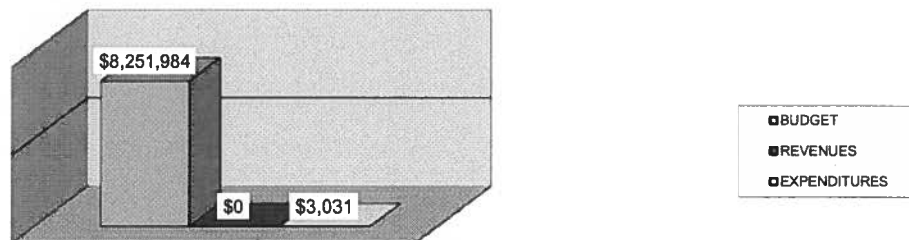
CAPITAL EQUIPMENT FUND



PUBLIC WORKS CAP. PROJ. FUND

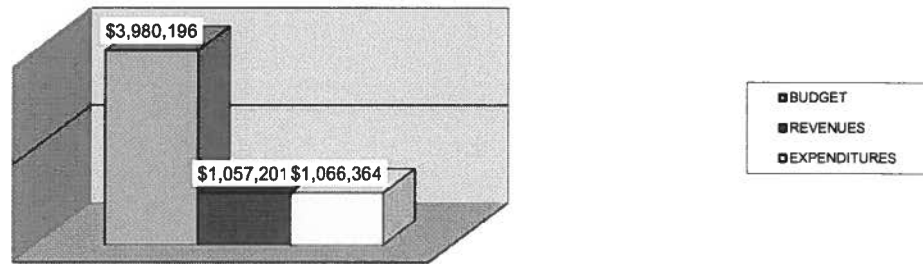


REPLACEMENT AIRPORT FUND

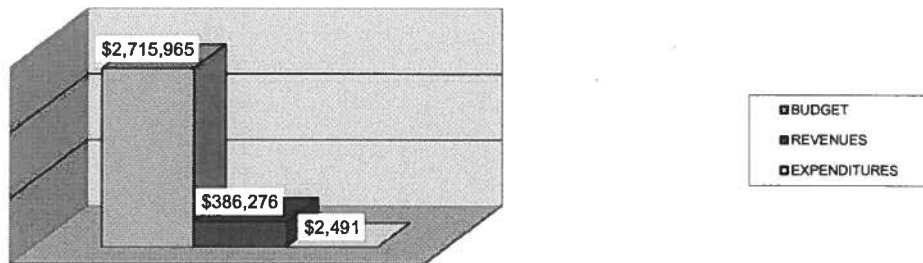


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
11/30/2014

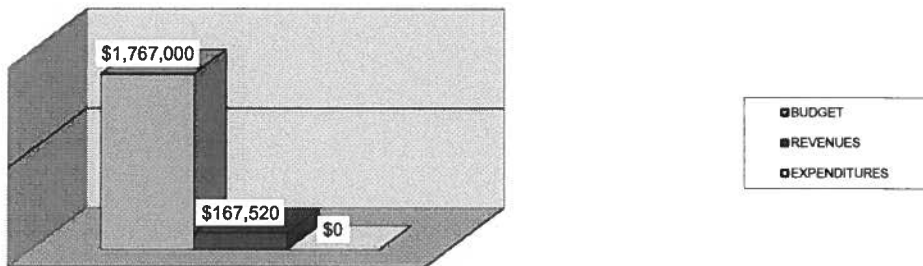
PARK IMPACT FUND



STREET IMPACT FUND

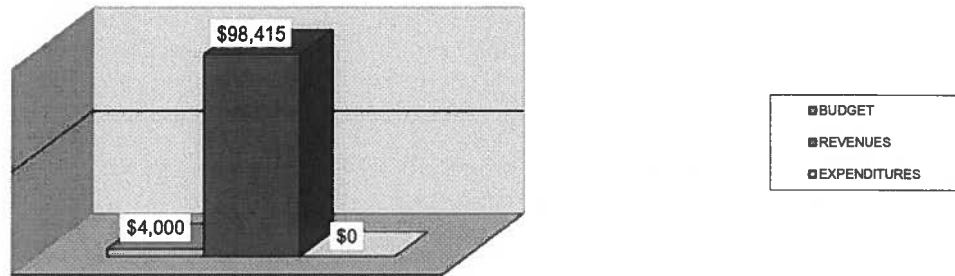


DRAINAGE IMPACT FUND

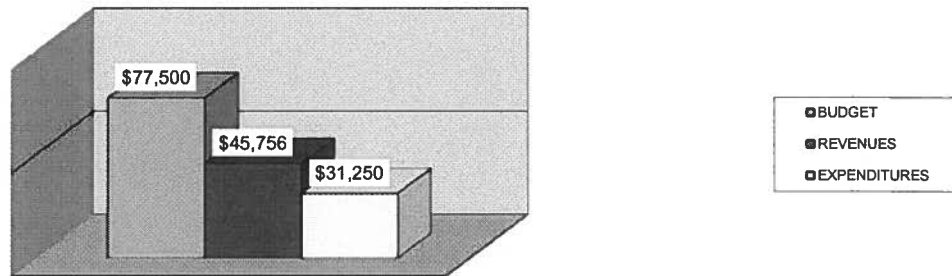


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
11/30/2014

FIRE IMPACT FUND

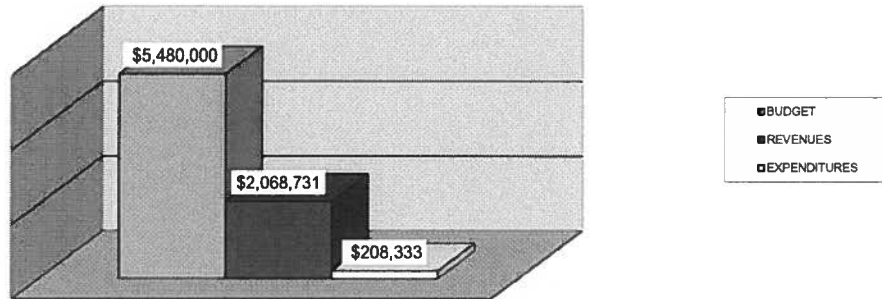


POLICE IMPACT FUND

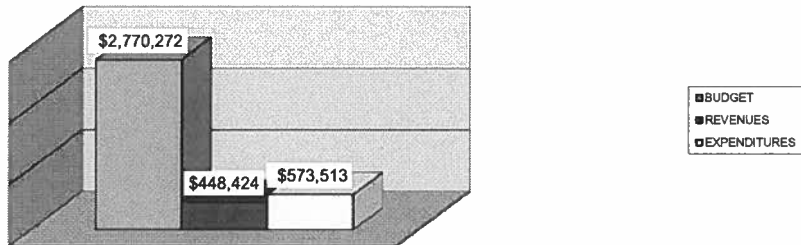


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
11/30/2014

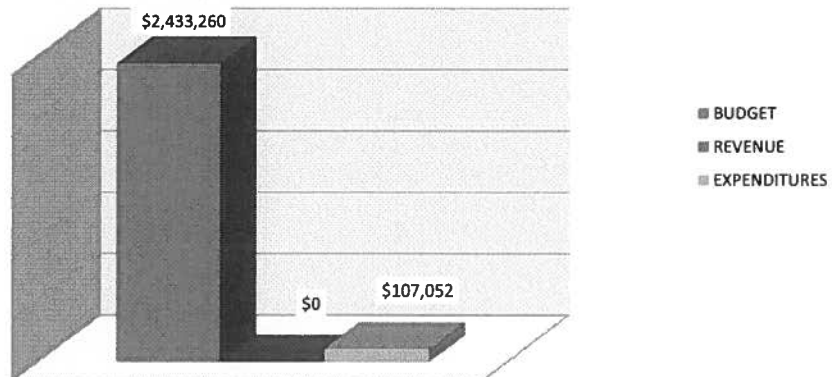
TRANSPORTATION IMPRV. FUND



SUNTRAN TRANSIT FUND



SWITCHPOINT RESOURCE CENTER



CITY OF ST. GEORGE, UT
REVENUE COMPARISONS
FOUR MONTHS ENDED NOVEMBER 30, 2014

GENERAL FUND:	FYE JULY 2015	FYE JULY 2014	FY2014 as a % of FY 2014
Property Taxes	1,033,910	907,606	113.92%
Franchise Taxes	2,755,948	2,577,842	106.91%
Sales Taxes	6,769,533	6,408,085	105.64%
Business Licenses	87,398	109,820	79.58%
Building Permits	619,814	617,149	100.43%
Federal Grants	142,876	93,548	152.73%
State Grants	12,469	90,225	13.82%
Class "C" Road funds	1,211,551	1,202,312	100.77%
Liquor funds	-	-	#DIV/0!
Planning fees	122,296	209,016	58.51%
Police fees (911, etc)	1,108,747	1,024,679	108.20%
Recreation	678,811	718,546	94.47%
Fines	382,978	342,850	111.70%
Cemetery	107,288	70,825	151.48%
Interest	21,900	28,382	77.16%
Airport	310,611	274,634	113.10%
Transfers	1,929,167	1,769,167	109.04%
Other	114,443	106,914	107.04%
Golf Courses	1,243,699	1,065,769	116.69%
	18,653,436	17,617,369	105.88%
DIXIE CENTER OPERATIONS			
Total Revenues	\$605,845	\$540,301	112.13%
CDBG BLOCK GRANT FUND			
Total Revenues	\$19,476	\$59,582	32.69%
PARK IMPACT FUND			
Total Revenues	\$1,057,201	\$952,298	111.02%
STREET IMPACT FUND			
Total Revenues	\$386,276	\$356,750	108.28%
DRAINAGE IMPACT FUND			
Total Revenues	\$167,520	\$163,229	102.63%
FIRE DEPT IMPACT FUND			
Total Revenues	\$98,415	\$82,136	119.82%
POLICE DEPT IMPACT FUND			
Total Revenues	\$45,756	\$39,387	116.17%
WATER UTILITY FUND (w/ impact fees)			
Total Revenues	\$9,403,151	\$9,672,003	97.22%
WASTEWATER COLLECTION (w/impact fees)			
Total Revenues	\$2,563,205	\$2,643,877	96.95%
ELECTRIC UTILITY (w/impact fees)			
Total Revenues	\$29,461,614	\$27,887,269	105.65%
REGIONAL WASTEWATER (w/impact fees)			
Total Revenues	\$2,220,048	\$2,008,455	110.54%
SUNTRAN TRANSIT FUND			
Total Revenues	\$448,424	\$347,467	129.06%
TRANS. IMPROV. FUND			
Total Revenues	\$2,068,731	\$1,781,030	116.15%
REPLMNT AIRPORT FUND			
Total Revenues	\$0	\$0	#DIV/0!

*** General Fund now includes the Golf Courses - FY2014 restated to include Golf Course division

CITY OF ST. GEORGE, UT
GENERAL FUND REVENUES
FOUR MONTHS ENDED NOVEMBER 30, 2014

41.67% OF THE BUDGET YEAR

REVENUE SOURCE	ADJUSTED BUDGET	ACTUAL THRU NOV 30, 2014	PCT RECEIVED
CURRENT PROPERTY TAXES	8,300,000.00	562,472.65	6.78%
FEES ASSESSED	1,300,000.00	383,248.32	29.48%
FRANCHISE TAXES	6,900,000.00	2,755,948.22	39.94%
DELINQUENT TAXES	300,000.00	88,189.23	29.40%
GENERAL SALES TAXES	15,650,000.00	6,769,533.43	43.26%
BUSINESS LICENSES	600,000.00	33,097.50	5.52%
LICENSE FEES - RENTAL ORDINANCE	160,000.00	51,360.00	32.10%
ELECTION FILING FEES			
TRUCK-N-GO PERMITS	3,000.00	2,940.00	98.00%
BUILDING PERMITS	1,400,000.00	617,626.25	44.12%
DOG LICENSES	32,000.00	2,188.00	6.84%
FEDERAL GRANTS	384,504.00	142,876.10	37.16%
STATE GRANTS	154,766.00	12,468.88	8.06%
CLASS C ROAD ALLOTTMENT	2,500,000.00	1,211,551.00	48.46%
LIQUOR FUND ALLOTTMENT	105,000.00	0.00	0.00%
RESOURCE OFFICER CONTRIB.	607,915.00	305,957.50	50.33%
PLANNING FEES	350,000.00	115,401.45	32.97%
AIR QUALITY FEES	30,000.00	6,894.30	22.98%
SPECIAL POLICE SERVICES	55,000.00	26,215.25	47.66%
E-911 SERVICES	980,000.00	400,385.03	40.86%
OTHER CITIES DISPATCH FEES	719,181.00	359,590.68	50.00%
POLICE TRAINING CLASSES	2,000.00	5,643.26	282.16%
REVERSE 911 REIMBURSEMENTS			
MUSEUM DONATIONS	1,200.00	345.13	28.76%
MUSEUM ADMISSION FEES	10,000.00	2,176.70	21.77%
NJCAA TOURNAMENT		0.00	
COMMUNITY ARTS BLDG RENTALS	5,500.00	450.00	8.18%
OPERA HOUSE PERFORMANCES	1,500.00	0.00	0.00%
TRIPAX PASS SALES		851.77	#DIV/0!
WALKING TOUR REVENUES	3,000.00	1,756.23	58.54%
SOCIAL HALL RENTALS	14,000.00	10,550.55	75.36%
EXHIBITS - COLLECTIONS	7,500.00	1,955.10	26.07%
NATURE CENTER	52,000.00	8,754.54	16.84%
AQUATIC CENTER	360,000.00	105,824.47	29.40%
YOUTH SPORTS	77,500.00	28,540.00	36.83%
ADULT SPORTS	45,000.00	26,546.00	58.99%
RACES	349,000.00	112,133.45	32.13%
SOFTBALL LEAGUES	350,900.00	128,318.21	36.57%
NON-FOOD CONCESSIONS			
ARTS FAIR REVENUE	40,000.00	0.00	0.00%

SPECIAL COMMUNITY EVENTS	2,600.00	-60.00	-2.31%
SWIMMING POOL FEES	125,000.00	48,140.06	38.51%
RECREATION FEES	10,000.00	0.00	0.00%
RECREATION CENTER FEES	143,000.00	40,560.04	28.36%
OPERA HOUSE RENTALS	7,000.00	2,075.00	29.64%
RECREATION FACILITY RENTALS	18,000.00	7,250.00	40.28%
TENNIS CLASSES ETC.	96,000.00	45,162.35	47.04%
MARATHON REVENUES	775,700.00	106,582.93	13.74%
RECREATION CLASS FEES		898.00	
CEMETARY LOT SALES	95,000.00	55,392.50	58.31%
BURIAL FEES	85,000.00	51,895.00	61.05%
TRAFFIC SCHOOL FEES	36,000.00	23,470.90	65.20%
COURT FINES	825,000.00	336,903.98	40.84%
POLICE WARRANTS	14,000.00	4,950.00	35.36%
ACE PENALTIES	50,000.00	15,538.00	31.08%
ACE COSTS	20,000.00	1,965.00	9.83%
ACE ABATEMENTS	5,000.00	150.00	3.00%
INTEREST EARNINGS	80,000.00	21,899.60	27.37%
RENTS AND ROYALTIES	30,000.00	8,022.88	26.74%
SALE OF PROPERTY	30,000.00	1,772.56	5.91%
POLICE EVIDENCE IMPOUND	2,500.00	1,643.41	65.74%
MISCELLANEOUS SUNDRY REVENUES	75,000.00	16,805.37	22.41%
ORTHOPHOTOGRAPHY MAPS	500.00	22.59	4.52%
COMPOST SALES - REUSE	30,000.00	8,087.55	26.96%
ROADBASE SALES - REUSE	6,500.00	0.00	0.00%
AIRPORT REVENUES	873,000.00	310,610.81	35.58%
MAINTENANCE AT AIRPORT	7,100.00	2,965.65	41.77%
CONTRIBUTIONS FROM OTHER	110,673.00	73,787.59	66.67%
TRANSFERS FROM OTHER FUNDS	6,289,580.00	1,929,166.70	30.67%
CONTRIBUTIONS FROM PRIVATE	23,400.00	0.00	0.00%
MEDIAN LANDSCAPE FEES		1,334.97	#DIV/0!
ANIMAL SHELTER DONATIONS		10,955.00	#DIV/0!
APPROPRIATED FUND BALANCE			
GOLF COURSE REVENUES (ALL COURSES)	4,228,300.00	1,243,698.76	29.41%
TOTAL GENERAL FUND REVENUES	55,944,319.00	18,653,436.40	33.34%

CITY OF ST. GEORGE, UT
EXPENDITURE STATUS REPORT BY CATEGORY
FOUR MONTHS ENDED NOVEMBER 30, 2014

41.67% OF THE BUDGET YEAR

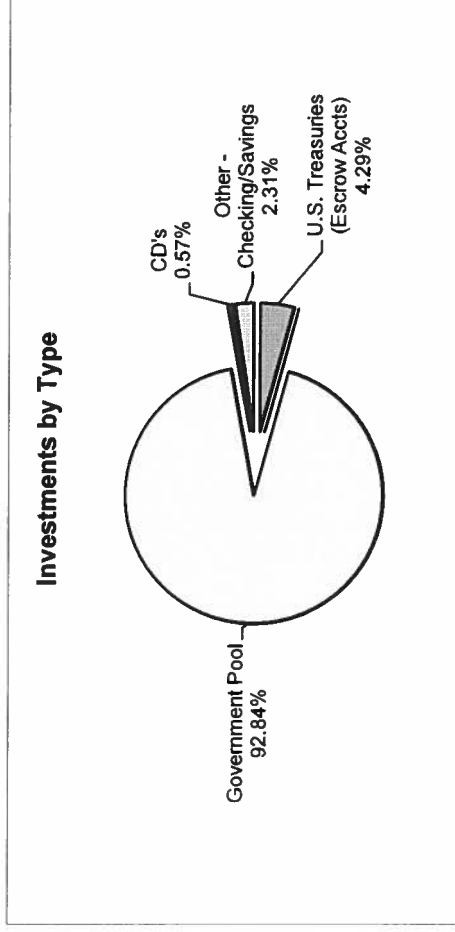
GENERAL FUND	ADJUSTED BUDGET	ACTUAL THRU NOV 30 2014	REMAINING BALANCE	PCT USED
MAYOR & COUNCIL	579,600.00	284,700.79	294,899.21	49.12%
CITY MANAGER	266,526.00	179,011.07	87,514.93	67.16%
HUMAN RESOURCES	369,572.00	142,381.93	227,190.07	38.53%
ADMINISTRATIVE SERVICES	472,264.00	191,276.51	280,987.49	40.50%
FINANCE DEPARTMENT	1,445,145.00	622,940.27	822,204.73	43.11%
TECHNOLOGY SERVICES	1,355,048.00	511,071.16	843,976.84	37.72%
LEGAL SERVICES	1,126,085.00	450,834.95	675,250.05	40.04%
BUILDING MAINTENANCE	1,502,979.00	552,324.10	950,654.90	36.75%
ELECTIONS	0.00	0.00	0.00	#DIV/0!
PLANNING COMMISSION	12,000.00	4,972.75	7,027.25	41.44%
POLICE	12,035,423.00	4,832,797.01	7,202,625.99	40.15%
HIDTA GRANT	143,260.00	52,756.90	90,503.10	36.83%
POLICE DISPATCH	2,661,656.00	948,820.67	1,712,835.33	35.65%
CCJJ GRANT	51,063.00	3,664.68	47,398.32	7.18%
SAFG (State Asset Forfeiture Grant)	54,937.00	16,656.58	38,280.42	30.32%
FIRE DEPARTMENT	3,866,027.00	1,423,352.30	2,442,674.70	36.82%
CODE ENFORCEMENT	147,229.00	56,334.87	90,894.13	38.26%
PUBLIC WORKS ADMINISTRATION	282,066.00	79,051.56	203,014.44	28.03%
STREETS	4,767,028.00	1,443,272.06	3,323,755.94	30.28%
FLEET MAINTENANCE	1,137,777.00	382,852.84	754,924.16	33.65%
ENGINEERING	672,682.00	212,431.18	460,250.82	31.58%
PARKS	5,214,003.00	2,197,395.81	3,016,607.19	42.14%
DESIGN	633,225.00	238,849.70	394,375.30	37.72%
NATURE CENTER & YOUTH PROGRAMS	90,276.00	27,442.68	62,833.32	30.40%
SOFTBALL PROGRAMS	351,987.00	123,322.21	228,664.79	35.04%
SPORTS FIELD MAINTENANCE	645,111.00	360,284.46	284,826.54	55.85%
SPECIAL EVENTS & PROGRAMS	329,824.00	94,038.72	235,785.28	28.51%
YOUTH SPORTS PROGRAMS	155,108.00	46,534.87	108,573.13	30.00%
ADULT SPORTS PROGRAMS	46,880.00	12,136.03	34,743.97	25.89%
RECREATION	745,486.00	211,191.08	534,294.92	28.33%
EXHIBITS AND COLLECTIONS	254,976.00	127,198.30	127,777.70	49.89%
COMMUNITY ARTS	287,049.00	113,541.92	173,507.08	39.55%
HISTORIC OPERA HOUSE	90,566.00	29,147.96	61,418.04	32.18%
HISTORIC COURTHOUSE	23,200.00	10,464.57	12,735.43	45.11%
LEISURE SERVICES ADMINISTRATION	354,499.00	129,831.27	224,667.73	36.62%
RECREATION CENTER	774,536.00	194,648.42	579,887.58	25.13%
MARATHON	616,505.00	462,071.68	154,433.32	74.95%
COMMUNITY CENTER	2,800.00	1,294.86	1,505.14	46.25%
CEMETERY	524,873.00	161,908.97	362,964.03	30.85%
ECONOMIC DEVELOPMENT & HOUSING	497,360.00	265,574.36	231,785.64	53.40%
DEVELOPMENT SERVICES ADMIN.	1,592,564.00	694,716.80	897,847.20	43.62%
DEBT SERVICE	27,305.00	11,377.10	15,927.90	41.67%
TRANSFERS TO OTHER FUNDS	2,755,819.00	111,250.00	2,644,569.00	4.04%
AIRPORT	1,156,872.00	555,009.37	601,862.63	47.98%
SWIMMING POOL	253,031.00	140,448.40	112,582.60	55.51%
SAND HOLLOW AQUATIC CENTER	822,447.00	294,705.32	527,741.68	35.83%
GOLF COURSES EXPENDITURES (ALL COURSES)	4,749,651.00	2,287,939.46	2,461,711.54	48.17%
TOTAL GENERAL FUND	55,944,320.00	21,293,828.50	34,650,491.50	38.06%

CITY OF ST. GEORGE, UT
MONTHLY COUNCIL REPORT

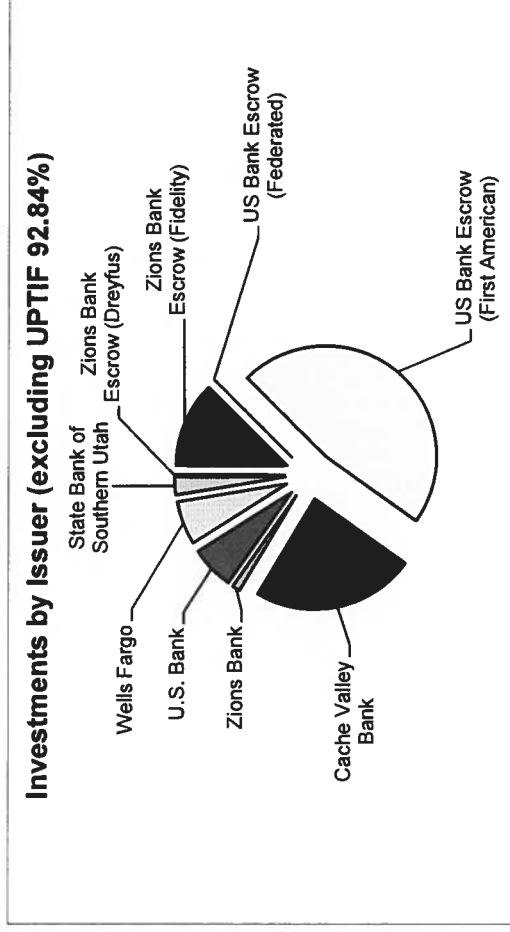
	BUDGET	REVENUE	EXPENDITURES	
10 GENERAL FUND (includes Golf Courses)	\$55,944,320	\$18,653,436	\$21,293,829	38.06%
53 & 83 ELECTRIC FUND (includes impact)	\$61,075,436	\$29,461,614	\$18,513,380	30.31%
51 & 81 WATER FUND (includes impact)	\$21,019,755	\$9,403,151	\$8,833,509	42.02%
52 & 82 WASTEWATER COLLECT (includes impact)	\$6,004,818	\$2,563,205	\$2,307,092	38.42%
62 & 86 WASTEWATER TREATMNT (includes impact)	\$5,994,447	\$2,220,048	\$2,509,585	41.87%
32 CDBG BLOCK GRANT FUND	\$500,000	\$19,476	\$299,925	59.99%
84 SALES TAX BOND - CAPITAL PROJ FUND	\$3,543,867	\$116	\$0	0.00%
30 DIXIE CENTER OPERATIONS	\$1,455,293	\$605,845	\$926,849	63.69%
40 CAPITAL EQUIPMENT FUND	\$6,258,267	\$332,791	\$509,731	8.14%
87 PUBLIC WORKS CAPITAL PROJ FUND	\$12,885,840	\$253,263	\$3,623,242	28.12%
88 REPLACEMENT AIRPORT CONST. FUND	\$8,251,984	\$0	\$3,031	0.04%
44 PARK IMPACT FUND	\$3,980,196	\$1,057,201	\$1,066,364	26.79%
45 STREET IMPACT FUND	\$2,715,965	\$386,276	\$2,491	0.09%
47 DRAINAGE IMPACT FUND	\$1,767,000	\$167,520	\$0	0.00%
48 FIRE IMPACT FUND	\$4,000	\$98,415	\$0	0.00%
49 POLICE IMPACT FUND	\$77,500	\$45,756	\$31,250	40.32%
64 SUNTRAN TRANSIT FUND	\$ 2,770,272	\$448,424	\$ 573,513	20.70%
27 TRANSPORTATION IMPROV FUND	\$ 5,480,000	\$2,068,731	\$ 208,333	3.80%
21 SWITCHPOINT RESOURCE CENTER	\$ 2,433,260	\$0	\$107,052	4.40%

City of St George
DEPOSITS AND INVESTMENTS
10/31/2014

Portfolio Composition	Amount	Percentage
<i>Investments by Type:</i>		
U.S. Treasuries (Escrow Accts)	3,627,904.93	4.29%
Agencies	-	0.00%
Government Pool	78,598,607.12	92.84%
Mutual Funds	-	0.00%
CD's	478,638.74	0.57%
Banker Acceptance	-	0.00%
Repos	-	0.00%
Other - Checking/Savings	1,951,970.99	2.31%
Total	84,657,121.78	100.00%



<i>Investments by Issuer:</i>		
UPTIF (State Pool)	78,598,607.12	92.84%
Zions Bank Escrow (Dreyfus)	-	0.00%
Zions Bank Escrow (Fidelity)	756,354.93	0.89%
US Bank Escrow (Federated)	0.73	0.00%
US Bank Escrow (First American)	2,871,549.27	3.39%
Cache Valley Bank	1,434,623.47	1.69%
Zions Bank	69,524.21	0.08%
U.S. Bank	380,135.23	0.45%
Wells Fargo	387,569.78	0.46%
State Bank of Southern Utah	158,757.04	0.19%
Total	84,657,121.78	100.00%



<i>Portfolios Weighted Average Maturity on</i>	10/31/2014	62.81 days
<i>Portfolios Weighted Average Rate on</i>	10/31/2014	0.46%

City of St. George
DEPOSITS AND INVESTMENTS
10/31/2014

Name of Bank	Type of Account	Rate**	Due Date or Maturity	Purchase Date	Face Amount (Bank Balance)	Average Days to Maturity*	Held at or s/k Location	Current Market Value	Investment Type	Issuer	Fund that money or investment is assigned to
Zion's FNB	Money Market	0.1500	10/31/14	10/01/14	69,524.21	1	Zion's	1.00	Other	Zions	General
Wells Fargo Bank	Money Market	0.0100	10/31/14	10/01/14	387,569.78	1	WFB	1.00	Other	WFB	General
U.S. Bank	Checking - Utilities	0.0100	10/31/14	10/01/14	85,189.51	1	US Bank	n/a	Other	USB	General
St. Bank So. Ut.	Public Money Market	0.3000	10/31/14	10/01/14	158,757.04	1	SBSU	n/a	Other	SBSU	General
Cache Valley Bank	T C D	0.4500	03/19/15	03/19/14	478,638.74	Q	CVB	1.00	CD's	Cache Valley	General
Cache Valley Bank	Checking - General	-	10/31/14	10/01/14	764,659.42	1	CVB	n/a	Other	Cache Valley	General
Cache Valley Bank	Checking - Utilities & Payroll	-	10/31/14	10/01/14	-	1	CVB	n/a	Other	Cache Valley	General
Cache Valley Bank	Checking - Other	-	10/31/14	10/01/14	98.67	1	CVB	n/a	Other	Cache Valley	General
Cache Valley Bank	Savings	0.3000	10/31/14	10/01/14	191,226.64	1	CVB	n/a	Other	Cache Valley	General
State Treasurer	PTIF - 0167 General Account	0.4850	10/31/14	10/01/14	77,386,289.79	65	UPTIF	1.00	Govt. Pool	UPTIF	General, Water, Elec, Swr, Self Ins
State Treasurer	PTIF - 0983 Performance Bond	0.4850	10/31/14	10/01/14	139,991.19	65	UPTIF	1.00	Govt. Pool	UPTIF	General (Performance Bonds)
State Treasurer	PTIF - 2037 Community Arts	0.4850	10/31/14	10/01/14	15,748.68	65	UPTIF	1.00	Govt. Pool	UPTIF	Arts Commission
State Treasurer	PTIF - 2038 Community Arts Interest	0.4850	10/31/14	10/01/14	57.36	65	UPTIF	1.00	Govt. Pool	UPTIF	Arts Commission
State Treasurer	PTIF - 5033 Retainage	0.4850	10/31/14	10/01/14	111,972.82	65	UPTIF	1.00	Govt. Pool	UPTIF	Various (Retainage Held)
State Treasurer	PTIF - 5178 New PD Task Force Seizure	0.4850	10/31/14	10/01/14	14,028.34	65	UPTIF	1.00	Govt. Pool	UPTIF	General
State Treasurer	PTIF - 5737 Warranty Deposits	0.4850	10/31/14	10/01/14	314,789.76	65	UPTIF	1.00	Govt. Pool	UPTIF	General
State Treasurer	Sales Tax Revenue Refunding 2009 Bond	0.0200	10/31/14	10/01/14	2,871,545.61	38	US Bank	1.00	Govt. Pool	UPTIF	General
U.S. Bank	MBA Lease Rev Bonds 1998	-	10/31/14	10/01/14	0.73	5	US Bank	1.00	U.S. Treasuries	F.Am. Prime Ob	Sales Tax Bond Fund
U.S. Bank	Electric Revenue Bonds 2008 Bond	-	10/31/14	10/01/14	-	14	US Bank	1.00	U.S. Treasuries	Fed Auto Gov	General
U.S. Bank	Electric Revenue Bonds 2005 Bond	0.0100	10/31/14	10/01/14	3.66	43	US Bank	1.00	U.S. Treasuries	F.Am. Treas	Electric
U.S. Bank	Excise Tax Rev Bonds 2009A & B Bond	0.4850	10/31/14	10/01/14	7,139.93	65	US Bank	1.00	U.S. Treasuries	F.Am. Gov	Electric
U.S. Bank	Excise Tax Rev Bonds 2009A & B Reserve	0.4850	10/31/14	10/01/14	350,000.00	65	US Bank	1.00	Govt. Pool	UPTIF	General (Airport)
U.S. Bank	Sales Tax Rev Refunding Ser 2011 Bond	0.0300	10/31/14	10/01/14	294,945.72	1	US Bank	1.00	Govt. Pool	UPTIF	General
U.S. Bank	Electric Revenue Refunding Bn 2013 Bond	0.4850	10/31/14	10/01/14	62.48	65	US Bank	1.00	Other	USB Mmkt	Sales Tax Bond Fund
U.S. Bank	Electric Rev Refunding Bonds 2013 COI	0.4850	10/31/14	10/01/14	-	65	US Bank	1.00	Govt. Pool	UPTIF	Electric
Zion's FNB	St George Water Rev Ref 2012 Bond Fund	0.0100	10/31/14	10/01/14	-	55	Zion's	1.00	Govt. Pool	UPTIF	Electric
Zion's FNB	St George Water Rev Ref 2012 Bond Fund	0.0100	10/31/14	10/01/14	24,896.34	41	Zion's	1.00	U.S. Treasuries	Fidelity	Water
Zion's FNB	Water Rev Ref 2013 Bond	0.4850	10/31/14	10/01/14	0.01	65	Zion's	1.00	Govt. Pool	UPTIF	Water
Zion's FNB	Water Rev Ref 2013 Bond	0.0100	10/31/14	10/01/14	301,965.71	41	Zion's	1.00	U.S. Treasuries	Fidelity	Water
Zion's FNB	Excise Tax 2003 Bond	0.4850	10/31/14	10/01/14	-	65	Zion's	1.00	Govt. Pool	UPTIF	General
Zion's FNB	GO Ref Bond, Ser 2010 BF	0.4850	10/31/14	10/01/14	67.57	65	Zion's	1.00	Govt. Pool	UPTIF	Various
Zion's FNB	Franchise Tax 2014 Bond Fund	0.4850	10/31/14	10/01/14	36.27	65	Zion's	1.00	Govt. Pool	UPTIF	Public Works/Capital Projects
Zion's FNB	Franchise Tax 2014 Project Acct	0.4850	10/31/14	10/01/14	6,906.46	65	Zion's	1.00	Govt. Pool	UPTIF	Public Works/Capital Projects
Zion's FNB	UWFA Water Rev 2004A Bond	0.4850	10/31/14	10/01/14	1,026.07	65	Zion's	1.00	Govt. Pool	UPTIF	Water
Zion's FNB	UWFA Sewer 2004A Bond Fund	0.4850	10/31/14	10/01/14	248,170.11	65	Zion's	1.00	Govt. Pool	UPTIF	Wastewater
Zion's FNB	GO Ser 2014 Bond Fund	0.4850	10/31/14	10/01/14	1.11	65	Zion's	1.00	Govt. Pool	UPTIF	General
Zion's FNB	GO Ser 2014 COI	0.4850	10/31/14	10/01/14	2,319.17	65	Zion's	1.00	Govt. Pool	UPTIF	General
Zion's FNB	Bond accts - temp SID & misc.	0.4850	10/31/14	10/01/14	-	65	Zion's	1.00	Govt. Pool	UPTIF	General
Zion's FNB	Swr Rev 93B Reserve	0.0100	10/31/14	10/01/14	-	55	Zion's	1.00	U.S. Treasuries	Dreyfus	Wastewater
Zion's FNB	Swr Rev 1993 B Bond	0.0100	10/31/14	10/01/14	-	55	Zion's	1.00	U.S. Treasuries	Dreyfus	Wastewater
Zion's FNB	St George Water Rev Ref 2011 Bond	0.0100	10/31/14	10/01/14	-	55	Zion's	1.00	U.S. Treasuries	Dreyfus	Water
Zion's FNB	St George Water Rev Ref 2011 Bond	0.0100	10/31/14	10/01/14	429,492.88	41	Zion's	1.00	U.S. Treasuries	Fidelity	Water
Zion's FNB	Bond accts - temp SID & misc.	0.0100	10/31/14	10/01/14	-	55	Zion's	1.00	U.S. Treasuries	Dreyfus	Various
TOTAL =					84,657,121.78						

* Average Days to Maturity updated monthly.

** Interest Rate updated monthly for bond escrow accounts.

DRAFTAgenda Item Number : **2A**

Request For Council Action

Date Submitted 2014-12-10 19:05:47**Applicant** Jeff Peay - Park Planning Manager**Quick Title** Change Order â€œ Engineering Consultant for Construction Managem**Subject** All Abilities Park : Change Order for Engineering Construction Management

Discussion Javiation Inc (formerly Creamer and Noble Inc.) civil engineering have provided a change order to provide construction management support during construction of the civil and infrastructure phase of the All Abilities Park project. This scope of work will include administering the contract for the City of St. George on the All Abilities Park Project. It will include a representative from Jviation Inc. to be present at the construction site on a daily basis during the construction operations to assure the contract drawings and specifications are being complied with. The engineers will provide oversight of contractor payment requests and preparations of monthly progress payments documentation for the city. The engineers will also prepare any necessary change order information as part of the scope of works. They will also conduct final inspections and prepare a punch list prior to project closeout. Jviation Inc. agrees to perform this work for a cost not to exceed \$22,820. We have reviewed the information provided by the consultant and agree with the information and amounts they have submitted.

Cost \$22,820**City Manager Recommendation** Recommend approval. Engineering and construction management costs are still significantly below estimates for this project.**Action Taken****Requested by** Jeff Peay - Park Pla**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:**

Additional Comments With this latest change order relating to the construction stage of the project, we are still well below our estimated engineering consulting fee estimate. The original estimate for the base bid plus additive alternates related to the civil works was estimated to be \$1,145,017. If we use the standard 10% multiplier for calculating engineering consulting fees, we could anticipate spending \$114,502 on

engineering fees over the design and construction phase of the project. With the proposed change order we will be at \$72,280 which is now only 63% of what we had originally anticipated spending on engineering. This project is scheduled to start construction on the 5th of January 2015 and will be completed on the 27th of March 2015. We currently have an approved budget of \$3,400,000 for this project.

PROFESSIONAL SERVICES AGREEMENT

COPY

This Agreement is made and entered into this ____ day of _____, 2014, by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and Jviation, Inc (Formerly Creamer & Noble, Inc.) , with offices at 35 South 400 West, Suite 200, St. George, Utah 84770 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide construction engineering services including construction management for the Tonaquint All Abilities Park Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal dated 12/3/14, which outlines the scope of work for the PROJECT; and

WHEREAS, CITY selected CONSULTANT to perform the services for the PROJECT;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

1. EMPLOYMENT OF CONSULTANT.

- a. CONSULTANT is a professional Engineer licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
- b. CONSULTANT states that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement, and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
- c. CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY's request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from participating in future projects with CITY for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324a by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY as well as attorney fees. For purposes of compliance, CITY requires CONSULTANT and subcontractors to use E-Verify or other federally accepted

forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

- d. CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or dispose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
- e. CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
- f. CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.
- g. CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of CITY, except as modified or waived in this Agreement.
- h. CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
- i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 25% of the services provide herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT's subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

- a. CONSULTANT will provide the services covered by this Agreement as described in the attached Scope of Work (Exhibit A) which is made a part of this Agreement by this reference. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- b. CONSULTANT shall furnish all of the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in Exhibit A.
- c. CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

- a. This Agreement shall be effective as of the date executed by all parties and shall continue until services provided for this Agreement have been performed unless otherwise terminated as set forth in this Agreement.
- b. CONSULTANT agrees to perform services as expeditiously as is consistent with

professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.

- c. CONSULTANT shall perform its services according to the schedule upon receipt of a written Notice to Proceed from CITY. CITY may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or actually taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION**

For the performance of the services and completion of PROJECT set forth herein, CITY shall reimburse CONSULTANT as set out in the Contract Documents, not to exceed the amounts listed in Exhibit "B".

5. **INVOICING, PAYMENT, NOTICES.**

- a. CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractor's used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
- b. In executing the request for payment, CONSULTANT shall attest that subcontractors involved with prior requests for payment have been paid, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of the both documents to CITY. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment.
- c. A "Waiver and Release Upon Final Payment" signed by CONSULTANT attesting that all subcontractors, laborers and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a "Waiver and Release Upon Final Payment" and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.
- d. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs and reasonable attorneys' fees.

- e. All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement.
- f. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.
- g. In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY for the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
- h. CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
- i. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
- j. CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE.**

- a. CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion that a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in Exhibit "A". However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.
- b. CITY may request CONSULTANT to perform extra services not covered by Exhibit "A", and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.
- c. CITY shall not be liable for payment of any extra services nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.

7. **TO BE FURNISHED BY CITY.** Resources to be furnished by CITY to CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of the information provided, unless otherwise stated in the contract documents.

8. **INSPECTIONS.** All work shall be subject to inspection and approval of CITY or its authorized representative.

9. **ACCURACY AND COMPLETENESS.**

- a. CONSULTANT has total responsibility for the accuracy and completeness of its

investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.

- b. The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
- c. Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
- d. The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

- a. CITY retains and employs CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
- b. It is understood and agreed that CONSULTANT will provide the services without supervision from CITY. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.
- c. Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.
- d. CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
- e. CONSULTANT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.
- f. CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered to be the employees of CITY nor have any contractual relationship with CITY. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered to be employees of CONSULTANT.
- g. Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY'S prior written authorization.

11. **INSURANCE.**

- a. GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.

- b. COMMENCEMENT OF WORK: Neither CONSULTANT, his Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements, and has issued the Notice to Proceed.
- c. INSURANCE CERTIFICATES AND COVERAGE: Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
 - i. The name and address of the insured.
 - ii. CITY shall be named as a Certificate Holder.
 - iii. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
 - iv. The location of the operations to which the insurance applies.
 - v. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
 - vi. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
 - vii. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
 - viii. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
 - ix. Name, address, and telephone number of the insurance company's agent of process in Utah.
 - x. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.
- d. COMPENSATION INSURANCE: CONSULTANT shall take out and maintain Worker's Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Worker's Compensation Insurance. The insurance shall include:
 - i. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
 - ii. CONSULTANT shall require each subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
 - iii. In the event any class of employees engaged in hazardous work under this contract is not protected by the Worker's Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.
- e. COMMERCIAL GENERAL LIABILITY INSURANCE:
 - i. CONSULTANT shall procure, and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities

- covered by this Agreement, in such manner and amounts as set forth herein.
- ii. The Insurance Endorsement shall evidence such provisions.
 - iii. The minimum commercial general liability insurance shall be as follows:
 - 1. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$703,000 Dollars.
 - 2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$2,407,700 Dollars.
 - 3. Broad form property damage insurance in an amount not less than \$281,300 Dollars.
 - iv. Such policy shall include each of the following coverages:
 - 1. Comprehensive form.
 - 2. Premises - operations.
 - 3. Explosion and collapse hazard.
 - 4. Underground hazard.
 - 5. Product/completed operations hazard.
 - 6. Contractual insurance.
 - 7. Broad form property damage, including completed operations.
 - 8. Independent contractors for vicarious liability.
 - 9. Personal injury.
 - 10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.
 - f. PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:
 - i. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$2,000,000 Dollars for all work performed under this Agreement.
 - ii. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.
 - iii. If Professional Liability coverages are written on a claims-made form:
 - 1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 - 4. A copy of the policy must be submitted to CITY for review.
 - g. BUSINESS AUTOMOBILE COVERAGE:
 - i. CONSULTANT shall carry and maintain business automobile insurance coverage on each vehicle used in the performance of the work in an amount not less than \$1,000,000 Dollars for one person and \$2,407,700 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of

CONSULTANT in performing the work.

- ii. Such business automobile insurance shall include each of the following types:
 - 1. Comprehensive form, including loading and unloading.
 - 2. Owned.
 - 3. Hired.
 - 4. Non-owned.

12. **INDEMNITY AND LIMITATION.**

- a. CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs for:
 - i. death or injuries to persons or for loss of or damage to property caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
 - ii. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
 - iii. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- b. CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement, whether such claims or actions are rightfully or wrongfully brought or filed. In the case when a claim is brought or an action filed with respect to the subject of indemnity herein, CONSULTANT agrees that CITY may employ a separate attorney to appear and defend the claim or action on its own behalf at the expense of CONSULTANT. CONSULTANT shall be responsible for all costs associated with any claim, demand, action, suit or judgment including attorney fees for which they indemnify or defend CITY.
- c. The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under this agreement.

13. **DOCUMENTS.**

- a. All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed,

renderings, specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.

- b. Plans, specifications, maps and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy, and shall become the property of CITY whether the work for which they are prepared is executed or not.
- c. The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.
- d. CITY shall have the right to use reports, designs, details or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.
- e. CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS.**

- a. CONSULTANT shall maintain records, books, documents and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.
- b. CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.
- c. Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.

15. **TERMINATION.**

- a. CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.
- b. In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.
- c. CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with Contractor, this Agreement shall govern.
17. **CONFLICT OF INTEREST.**
- a. CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.
 - b. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
 - c. CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.
18. **NON WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.
19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:
- | | |
|---------------------------|--|
| CITY: | CONSULTANT: |
| City of St. George | Jviation, Inc. (Fr. Creamer & Noble, Inc.) |
| 175 East 200 North | 35 South 400 West |
| | Suite 200 |
| St. George, Utah 84770 | St. George, UT 84770 |
| Attention: Jeff Peay, PLA | Attention: Phil Giles, P.E. |
20. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable

remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

21. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
22. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.
23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.
24. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of CITY. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
26. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and CONSULTANT and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
29. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
31. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
32. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

CITY: City of St. George

CONSULTANT: Jvation, Inc. (Formerly
Creamer & Noble, Inc.)

(Staff name)
(Staff title)



Jim Trott, P.E.
Principal

COUNTER SIGNED:

APPROVED AS TO FORM

Christina Fernandez, City Recorder

Paula Houston, Deputy City Attorney

Exhibit A

Scope of Work

ST. GEORGE CITY
Tonaquint All Abilities Park Project

CONSTRUCTION MANAGEMENT
WORK PLAN

JVIATION INC. (Formerly CREAMER & NOBLE INC.)
ST. GEORGE, UTAH

EXECUTIVE SUMMARY

The City of St. George, Utah has contacted Jviation Inc. (Formerly Creamer & Noble Inc.) to provide construction management services for the St. George City; Tonaquint All Abilities Park Project. These services will include attending a preconstruction conference, observation of the contractor's activities, and project closeout.

Jviation Inc. agree to perform this work for a cost not to exceed \$22,820.00.

CONSTRUCTION MANAGEMENT

GENERAL

Jviation Inc. will administer the contract for the City of St. George; on the Tonaquint All Abilities Park Project. A representative from Jviation will be present at the construction site for up to 2 hours per day, or as required, for construction operations to assure the contract specifications are being complied with. The Resident Engineer will prepare monthly payment estimates for work that has been completed by the contractor. The Resident Engineer will also prepare any necessary change orders.

A city employee will be responsible for construction observation during those hours that Jviation does not have a representative on site.

PRECONSTRUCTION CONFERENCE

Jviation Inc. will attend and participate in a preconstruction conference for the project. The field engineer, and resident engineer from Jviation will attend the conference. Others to be invited will include the project manager from the City of St. George, the Contractor, third party utilities, and others deemed necessary.

CONSTRUCTION

Construction Observation – Jviation Inc. will provide a qualified field engineer to the project. The field engineer will be on site, up to 2 hours per day or as required, during all phases of work to assure that the contractor is complying with the specifications. The resident engineer will be available, to the field engineer and contractor, to answer questions that may arise. The resident engineer will be on site as often as needed to monitor the work progress. The resident engineer will prepare monthly pay estimates and deliver them to the City of St. George project manager.

Final Inspection - The resident engineer shall, at substantial completion, arrange and conduct a final inspection of the project. The resident engineer and field engineer will be in attendance as well as City and contractor personnel. A punch list of items to be completed shall be provided to the contractor within two working days after the inspection.

Project Closeout - Upon completion of the project the resident engineer will review the project files, produce a final estimate, and have all files and the estimate checked by the field engineer. Work will be completed upon acceptance of the project by the City of St. George.

Shop Drawings - The contractor will submit all shop drawings, required by the specifications, to Jviation. Jviation Inc. will review all shop drawings for compliance with the specifications.

Materials Testing - The City of St. George will contract separately with a materials testing company to provide quality assurance materials testing for the project.

To the best of Jviation Inc. knowledge, this project has been thoroughly scoped. In activities where questions remain concerning the amount of work required, assumptions were made and noted in the scope of work.

This project will be based on an hourly cost plus direct expenses contract.

Exhibit B

Estimated Cost

St. George City
Tonaquint All Abilities Park Project
 Inquiry No. 14-0050
 Construction Management Cost Estimate

Based on a 60 Working Day Contract/City Personnel Will Observe Work When Jviation Are Not Present

Tasks	Resident Engineer	Field Engineer	TOTAL
Preconstruction Meeting	2	2	
Construction Observation	0	120	
Project Management	60	0	
Final Inspection	2	2	
Project Closeout	4	0	
TOTAL MAN HOURS:	68	124	192
BILLABLE RATE:	\$135.00	\$110.00	
TOTAL LABOR COSTS:	\$9,180.00	\$13,640.00	\$22,820.00
Total Labor Costs:			\$22,820.00
Total Costs Not To Exceed:			\$22,820.00

DRAFTAgenda Item Number : **2B**

Request For Council Action

Date Submitted 2014-12-10 09:52:33**Applicant** C. Hood**Quick Title** Blanket Bid Award - Asphalt, Concrete, Sand and Gravel**Subject** Annual Blanket Bid award for Road materials

Discussion This request was sent out to the 3 local suppliers. Sunroc and Western Rock are the main suppliers for the list of materials needed. After evaluating the bid submittals, we are recommending that Western Rock be awarded the "Primary" supplier as they submitted the low bid on 21 items in comparison to Sunroc's low bid on 11 items. Sunroc would be set up as the "Secondary" source for those occasions where Western Rock does not have the materials or the asphalt/concrete "mix" available when needed.

Cost \$100,000 (NTE)

**City Manager
Recommendation** Recommend approval.

Action Taken**Requested by** Dave Terry/Streets**File Attachments**

**Approved by Legal
Department?**

Approved in Budget? **Amount:**

Additional Comments This blanket is mainly used by the Street department but is open to other departments as well. The blanket covers City hauled and vendor delivered materials.

DRAFTAgenda Item Number : **2C**

Request For Council Action

Date Submitted 2014-12-10 09:03:29**Applicant** Jay Sandberg**Quick Title** Sand Hollow Wash Restoration Design**Subject** Consider approval of an agreement with Rosenberg Associates, Inc. for design and construction management services on the Sand Hollow Wash Restoration Project**Discussion** This agreement is for design and construction management services for work along the Sand Hollow Wash in the vicinity of Sunset Blvd. and 2000 North. The project includes reconstructing a concrete drainage channel; Sediment removal, Earthwork, and related work along Sand Hollow Wash from Twin Creek Subdivision to Sunset Blvd and bank protection for homes near 2000 North. The total project cost is \$475,486 of which FEMA will pay \$89,733, the Washington County Flood Control Authority will pay \$185,753 and the City - \$200,000.**Cost** \$59,270 - For the Design Agreement**City Manager Recommendation** Recommend approval.**Action Taken****Requested by** Cameron Cutler**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

DRAFTAgenda Item Number : **2D**

Request For Council Action

Date Submitted 2014-12-03 09:34:14**Applicant** Cameron Cutler**Quick Title** River Road/Ft. Pearce Wash Bridge Widening**Subject** Consider approval of an agreement with Jviation to design the River Road/Ft. Pearce Wash Bridge Widening.**Discussion****Cost** \$182,405**City Manager Recommendation** This contract with Jviation(formerly Creamer and Noble) is for the design of River Road improvements and widening of the Ft. Pearce bridge on River Road. Recommend approval.**Action Taken****Requested by** Cameron Cutler**File Attachments** [River Road Widening Project SG FORM PSA-STAFF 9-19-14.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [River Road Widening Project SG FORM PSA-STAFF 9-19-14.pdf](#)

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2014, by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and Jviation, Inc (Formerly Creamer & Noble, Inc. , with offices at 35 South 400 West, Suite 200, St. George, Utah 84770 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide civil engineering services including design and construction management for the River Road Widening Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal dated 11/13/14, which outlines the scope of work for the PROJECT; and

WHEREAS, CITY selected CONSULTANT to perform the services for the PROJECT;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

1. **EMPLOYMENT OF CONSULTANT.**

- a. CONSULTANT is a professional Engineer licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
- b. CONSULTANT states that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement, and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
- c. CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY's request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from participating in future projects with CITY for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324a by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY as well as attorney fees. For purposes of compliance, CITY requires CONSULTANT and subcontractors to use E-Verify or other federally accepted

forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

- d. CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or dispose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
- e. CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
- f. CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.
- g. CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of CITY, except as modified or waived in this Agreement.
- h. CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
- i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 45% of the services provide herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT's subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

- a. CONSULTANT will provide the services covered by this Agreement as described in the attached Scope of Work (Exhibit A) which is made a part of this Agreement by this reference. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- b. CONSULTANT shall furnish all of the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in Exhibit A.
- c. CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

- a. This Agreement shall be effective as of the date executed by all parties and shall continue until services provided for this Agreement have been performed unless otherwise terminated as set forth in this Agreement.
- b. CONSULTANT agrees to perform services as expeditiously as is consistent with

professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.

- c. CONSULTANT shall perform its services according to the schedule upon receipt of a written Notice to Proceed from CITY. CITY may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or actually taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION**

For the performance of the services and completion of PROJECT set forth herein, CITY shall reimburse CONSULTANT as set out in the Contract Documents, not to exceed the amounts listed in Exhibit "B".

5. **INVOICING, PAYMENT, NOTICES.**

- a. CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractor's used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
- b. In executing the request for payment, CONSULTANT shall attest that subcontractors involved with prior requests for payment have been paid, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of the both documents to CITY. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment.
- c. A "Waiver and Release Upon Final Payment" signed by CONSULTANT attesting that all subcontractors, laborers and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a "Waiver and Release Upon Final Payment" and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.
- d. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs and reasonable attorneys' fees.

- e. All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement.
- f. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.
- g. In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY for the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
- h. CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
- i. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
- j. CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE.**

- a. CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion that a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in Exhibit "A". However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.
- b. CITY may request CONSULTANT to perform extra services not covered by Exhibit "A", and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.
- c. CITY shall not be liable for payment of any extra services nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.

7. **TO BE FURNISHED BY CITY.** Resources to be furnished by CITY to CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of the information provided, unless otherwise stated in the contract documents.

8. **INSPECTIONS.** All work shall be subject to inspection and approval of CITY or its authorized representative.

9. **ACCURACY AND COMPLETENESS.**

- a. CONSULTANT has total responsibility for the accuracy and completeness of its

investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.

- b. The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
- c. Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
- d. The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

- a. CITY retains and employs CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
- b. It is understood and agreed that CONSULTANT will provide the services without supervision from CITY. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.
- c. Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.
- d. CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
- e. CONSULTANT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.
- f. CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered to be the employees of CITY nor have any contractual relationship with CITY. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered to be employees of CONSULTANT.
- g. Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY'S prior written authorization.

11. **INSURANCE.**

- a. **GENERAL:** CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.

- b. **COMMENCEMENT OF WORK:** Neither CONSULTANT, his Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements, and has issued the Notice to Proceed.
- c. **INSURANCE CERTIFICATES AND COVERAGE:** Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
 - i. The name and address of the insured.
 - ii. CITY shall be named as a Certificate Holder.
 - iii. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
 - iv. The location of the operations to which the insurance applies.
 - v. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
 - vi. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
 - vii. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
 - viii. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
 - ix. Name, address, and telephone number of the insurance company's agent of process in Utah.
 - x. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.
- d. **COMPENSATION INSURANCE:** CONSULTANT shall take out and maintain Worker's Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Worker's Compensation Insurance. The insurance shall include:
 - i. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
 - ii. CONSULTANT shall require each subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
 - iii. In the event any class of employees engaged in hazardous work under this contract is not protected by the Worker's Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.
- e. **COMMERCIAL GENERAL LIABILITY INSURANCE:**
 - i. CONSULTANT shall procure, and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities

- covered by this Agreement, in such manner and amounts as set forth herein.
- ii. The Insurance Endorsement shall evidence such provisions.
 - iii. The minimum commercial general liability insurance shall be as follows:
 - 1. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$703,000 Dollars.
 - 2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$2,407,700 Dollars.
 - 3. Broad form property damage insurance in an amount not less than \$281,300 Dollars.
 - iv. Such policy shall include each of the following coverages:
 - 1. Comprehensive form.
 - 2. Premises - operations.
 - 3. Explosion and collapse hazard.
 - 4. Underground hazard.
 - 5. Product/completed operations hazard.
 - 6. Contractual insurance.
 - 7. Broad form property damage, including completed operations.
 - 8. Independent contractors for vicarious liability.
 - 9. Personal injury.
 - 10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.
- f. **PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:**
- i. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$2,000,000 Dollars for all work performed under this Agreement.
 - ii. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.
 - iii. If Professional Liability coverages are written on a claims-made form:
 - 1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 - 4. A copy of the policy must be submitted to CITY for review.
- g. **BUSINESS AUTOMOBILE COVERAGE:**
- i. CONSULTANT shall carry and maintain business automobile insurance coverage on each vehicle used in the performance of the work in an amount not less than \$1,000,000 Dollars for one person and \$2,407,700 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of

CONSULTANT in performing the work.

- ii. Such business automobile insurance shall include each of the following types:
 - 1. Comprehensive form, including loading and unloading.
 - 2. Owned.
 - 3. Hired.
 - 4. Non-owned.

12. **INDEMNITY AND LIMITATION.**

- a. CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs for:
 - i. death or injuries to persons or for loss of or damage to property caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
 - ii. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
 - iii. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- b. CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement, whether such claims or actions are rightfully or wrongfully brought or filed. In the case when a claim is brought or an action filed with respect to the subject of indemnity herein, CONSULTANT agrees that CITY may employ a separate attorney to appear and defend the claim or action on its own behalf at the expense of CONSULTANT. CONSULTANT shall be responsible for all costs associated with any claim, demand, action, suit or judgment including attorney fees for which they indemnify or defend CITY.
- c. The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under this agreement.

13. **DOCUMENTS.**

- a. All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed,

renderings, specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.

- b. Plans, specifications, maps and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy, and shall become the property of CITY whether the work for which they are prepared is executed or not.
- c. The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.
- d. CITY shall have the right to use reports, designs, details or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.
- e. CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS.**

- a. CONSULTANT shall maintain records, books, documents and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.
- b. CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.
- c. Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.

15. **TERMINATION.**

- a. CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.
- b. In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.
- c. CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with Contractor, this Agreement shall govern.
17. **CONFLICT OF INTEREST.**
- a. CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.
 - b. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
 - c. CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.
18. **NON WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.
19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:
- | | |
|---------------------------------|--|
| CITY: | CONSULTANT: |
| City of St. George | Jviation, Inc. (Fr. Creamer & Noble, Inc.) |
| 175 East 200 North | 35 South 400 West |
| | Suite 200 |
| St. George, Utah 84770 | St. George, UT 84770 |
| Attention: Cameron Cutler, P.E. | Attention: D. James Snyder, P.E. |
20. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable

remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

21. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
22. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.
23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.
24. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of CITY. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
26. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and CONSULTANT and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
29. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
31. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
32. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

CITY: City of St. George

CONSULTANT: Jviation, Inc. (Formerly
Creamer & Noble, Inc.)

(Staff name)
(Staff title)

Jim Fluhr, P.E.
Principal

COUNTER SIGNED:

APPROVED AS TO FORM

Christina Fernandez, City Recorder

Paula Houston, Deputy City Attorney

EXHIBIT “A”

SCOPE OF WORK

Scope of Work St. George, Utah River Road Widening Project

Introduction – The City of St. George, Utah (hereafter referred to as CITY) has contracted with Creamer & Noble Engineers (hereafter referred to as C&N) to perform the design engineering services for the widening to five lanes of River Road between 2450 South Street and Brigham Road, a length of approximately 1.4 miles. The project will include the design of road widening, right turn lanes at appropriate intersections, design of curb gutter and sidewalk, street lighting, a traffic signal at the intersection of Horseman Park Drive, design of Horseman Park Drive from River Road to 150 feet past the intersection of East Knolls Drive and storm drainage design. Also included in this project is the determination of right-of-way and the development of documentation to assist the City in negotiations with property owners for needed right-of-way and easements.

The project will also include the demolition of a portion of the Fort Pierce Bridge, and the design for the widening of the Fort Pierce Bridge. Included in this portion of the project will obtaining necessary permits to dredge Fort Pierce Wash in the area of the bridge and to place the abutments and center bridge bent within Fort Pierce Wash.

Task 1 – Project Management –

This task will involve the overall project management by the C&N Project Manager and coordination with the CITY representative. The project manager will work with the design team to coordinate the design and phasing of the project with the CITY. This is anticipated to include:

1. Design kick-off meeting with the CITY staff.
2. Attend project meetings and design review meetings
3. Coordinate with utility stakeholders as required.
4. Manage the budget, schedule and invoicing throughout the duration of the project.
5. Prepare monthly status reports that will be provided to the CITY with every invoice.

Task 2 – Design Surveying and Mapping –

The C&N shall provide a survey of the entire project foot print. A licensed professional surveyor will review and approve all survey work.

The following will be completed as part of this task:

1. Third Party Utility Coordination –

- a. Contact local utility companies to coordinate location of underground and overhead utilities.
- b. Perform a Maximum of 20 potholes to determine utility subsurface elevations.
- c. Stab existing sewer manholes for vertical elevations.
- d. Coordinate surveying and potholing with City to follow standard traffic control procedures and obtain appropriate encroachment permit.

2. Establish Survey Control –

- a. Set Control Points as needed along roadway alignment
- b. Tie control points to City's HCN.

3. Perform Complete Design Survey –

The C&N will perform a complete survey of all topographical and physical features within the roadway prism and other related work items.

Task 3 – Bridge Geotechnical Investigation –

The C&N will conduct a geotechnical investigation for the Fort Pierce Wash Bridge. The following will be completed as part of this task:

1. Geotechnical Investigation –

- a. Landmark Testing and Engineering will perform borings on each abutment extending to a maximum depth of 50 feet unless competent bedrock is encountered prior to that depth. If encountered, the upper 5 feet of bedrock will be cored to assess bedrock conditions. Drive samples will be obtained at approximately 5 feet intervals during drilling.
- b. A continuous log of each boring will be completed in the field. The boreholes will be backfilled immediately upon completion of sampling and logging with cuttings obtained from the borings.

2. Laboratory Testing –

Laboratory testing will be completed to provide parameters for deep foundation design.

3. Geotechnical Investigation Report –

The C&N will issue a final geotechnical report that will include:

- Site map showing the project layout with the investigation location.
- Investigation logs that will include sampling method, sample locations, soil descriptions and classifications, and depth to water.
- Soil/bedrock classification and terminology chart for the logs.
- Description of surface and subsurface conditions encountered including geologic setting, seismic design parameters, and liquefaction potential.
- Results of laboratory tests.
- Parameters for deep foundation design. Deep foundation design will include allowable bearing capacities with depth and parameters to determine lateral load capabilities. Design will also include recommended bearing depths and anticipated settlement.
- Lateral load parameters including increase/decrease for seismic for active, passive, at-rest, and friction coefficients.
- Design parameters for the approach slab including base and sub-base recommendations as well as subgrade modulus.

Task 4 – Right-of-Way/Easement –

The C&N will conduct the following tasks:

1. Title Search –

Provide a title search on Welch's property, two Ence properties and Quality's property to determine property deeds and any easements across the property.

2. **Prepare Rights-of-Way and/or Easement Descriptions and Exhibits –**

- a. Determine existing rights-of-way and easements and existing property lines.
- b. Provide legal descriptions and exhibits for all needed rights-of-way and easements and assist the City in the acquisition process.

Task 5 – Roadway Design –

The C&N shall provide preliminary plans to the CITY for the River Road Widening Project. The following will be completed to accomplish this task:

1. **30% Design** – Will include the preliminary design drawings that will show the general alignment of the proposed road, storm water improvements, and existing utility locations.
 - a. Project Kickoff Meeting – The C&N will plan and schedule a design kickoff meeting to discuss the project and the desired outcome. CITY staff and utility company representatives will be invited to meet with the C&N staff. An onsite visit may be a part of this meeting.
 - b. The C&N will prepare preliminary plans for the project. The following sheets will be included in the 30% review set:
 - Title Sheet
 - General Layout
 - Existing Utilities
 - Typical Sections
 - Preliminary Horizontal and Vertical Alignments
 - Bridge Layout Plan
 - Preliminary Striping Plan
 - c. Provide a 30% review set of the plans to the CITY staff two weeks prior to review meeting.
 - d. Schedule and conduct the 30% review meeting.
2. **60% Design** –

The C&N shall provide plans, specifications, and engineer's estimate to the CITY for the project. The following will be completed to accomplish this task:

 - a. Incorporate comments from the 30% review into the overall plan design plan set.
 - b. Prepare plan sheets for the entire roadway widening project area showing the following:
 - Right-of-way lines, easement boundaries and topography along the project corridor
 - Horizontal and vertical alignment
 - Pavement design
 - Proposed storm drain
 - Utility plans that show potential utility conflicts, if any, and proposed relocation plan
 - Preliminary traffic signal layout plan
 - Proposed street lighting plan.
 - Bridge demolition plan

- Detailed bridge widening plans
 - Typical section and detail plans.
 - c. Prepare preliminary specifications.
 - d. Prepare a preliminary engineer's estimate.
 - e. Provide a 60% review set of the plans, specification and estimate to the CITY staff two weeks prior to review meeting.
 - f. Provide utility plan set to the Joint Utility Committee (JUC) and attend the JUC meeting when the project is discussed.
 - g. Schedule and conduct a 60% (PS&E) review meeting.
3. **90% Design** –
- The C&N shall prepare the final contract documents for the project. The following will be completed as part of this task:
- a. Prepare the Final Design Plans to include the following:
 - Final typical sections and pavement design
 - Final detail sheets
 - Final utility plan
 - Final Traffic Signal Plan
 - Final street lighting plan
 - Final bridge demolition plans
 - Final bridge widening plan
 - Final roadway plans
 - Specifications
 - Detailed engineers estimate
 - Bidding documents
 - b. Schedule and conduct a 90% review meeting.
4. **100% Design** –
- The C&N will incorporate the comments from the 90% review meeting into the project documents and prepare the advertising package for the CITY.

Task 4 – Pre-Bid Meeting & Bid Opening –

The C&N will organize and attend the pre-bid meeting and attend the bid opening held at the CITY office and will assist the CITY with the bid opening. The C&N will verify that each bidder is in compliance with the bidding requirements and he will compile all of the bids in a bid tabulation.

After review of the bids the C&N will make a recommendation of contract award to the CITY.

Construction Management – An amendment this agreement for construction management will be negotiated prior to the bid opening for the project.

EXHIBIT “B”

ESTIMATED COST

City of St. George
River Road Widening Project
 Design Engineering Services Estimated Costs
 October 2014

Tasks	Project Manager	Senior Project Engineer	Project Engineer	Hydraulic Engineer	Engineer Technician	Cad Operator	Surveyor	Administrative Assistant	TOTAL
Project Management									
Project Scoping/Kickoff Meeting	2	2	2						
Attend Project Meetings	16	16	16						
Coordinate w/Utility Stake Holders		40							
Manage Budget, Schedule, Invoicing	80								
Monthly Status Report		10	0						
QC/QA	24	24							
Design Survey and Mapping									
Establish Control Points					5		5		
Site Survey					40		40		
Third Party Utility Coordination		8							
30% Design									
Map Existing Utilities			2						
Utility Design		40	10						
JUC Meetings		6	0						
Title Sheet		1	2						
General Layout		24	4						
Typical Section		16	4						
Horizontal & Vertical Layout		60	16						
Bridge Layout		2	2			24			
Preliminary Striping Plan		1	8						
Stream Channel Permits		2		40					
60% Design									
ROW lines, Easement Boundaries		8	2						
Horizontal and Vertical Alignment		16	2						
Pavement Design		4							
Proposed Storm Drain			4	24					
Utility Plans		24	0						
Preliminary Traffic Signal Layout Plan		4	100						
Proposed Street Lighting Plan		16							
Bridge Demolition Plan		8							
Detailed Bridge Plans		4	8			40			
Typical Section and Detail Sheets		8	8						
90% Design									
Final Typical Section and Pavement Design		2	2						
Final Detail Sheets		2	2						
Final Utility Plans		8							

DRAFTAgenda Item Number : **5A**

Request For Council Action

Date Submitted 2014-12-05 15:43:29**Applicant** Environmental Materials LLC**Quick Title** Resolution Re: Environmental Materials LLC Incentive Agreement**Subject** Request Approval of an Incentive Agreement Between the City of St. George and Environmental Materials LLC.**Discussion** The Agreement gives incentives to Environmental Materials LLC (the Company) to remodel and expand its manufacturing facility in St. George, Utah. The Company designs, manufactures, installs, and sells stone veneer products used in industrial and residential construction.**Cost** \$0.00**City Manager Recommendation** Incentive agreement for this company to locate and operate in the new CDA #2 in the Ft. Pearce business park. This agreement meets the requirements for receiving an incentive similar to past projects in this location. Recommend approval.**Action Taken****Requested by** Victoria Hales**File Attachments** 11-29-14 FINAL Environmental Materials Incentive Agreement - City of STG.doc**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments** Real and personal property tax incentives will be given for 5 years. The Company is investing \$2,000,000 in its remodeled and expanded manufacturing facility, and by the end of the incentive, paying 61 new employees wages and benefits at least 135% of the Washington County average.**Attachments** 11-29-14 FINAL Environmental Materials Incentive Agreement - City of STG.doc

CITY OF ST. GEORGE, UTAH
RESOLUTION NO. _____

**A RESOLUTION APPROVING AN INCENTIVE AGREEMENT WITH
ENVIRONMENTAL MATERIALS LLC**

WHEREAS, the City desires to improve the economy of the community by bringing in new manufacturing businesses, encouraging businesses to expand their facilities, and keeping those businesses in the community; and

WHEREAS, Environmental Materials LLC designs, manufactures, installs, sells, and warrants quality manufactured stone veneer products for use in commercial and residential construction, and it will employ a total of 92 employees, or more. It is anticipated, by the end of the incentive, that 61 of the employees will be new employees, with offered benefits and wages equal to 135% of the local average; and

WHEREAS, Environmental Materials LLC has the ability to continue to help the St. George economy by continuing to operate in the City; and

WHEREAS, the City believes that entering into an Incentive Agreement to reduce Environmental Materials' LLC tax requirements in exchange for them continuing to operate in the City, and investing an additional \$2,000,000 into the local business, is in the best interest of the citizens of the City of St. George.

NOW, THEREFORE, BE IT RESOLVED by the St. George City Council:

The written incentive agreement with Environmental Materials LLC, and the tax incentives as set forth in the agreement, hereby are approved.

This resolution shall become effective immediately.

PASSED AND ADOPTED by the City Council of the City of St. George, this _____ day of _____, 2014.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

INCENTIVE AGREEMENT BETWEEN THE CITY OF ST. GEORGE AND ENVIRONMENTAL MATERIALS LLC

This Incentive Agreement ("Agreement") is made and entered into as of this 18th day of December, 2014, by and among the City of St. George, a municipal corporation and political subdivision of the State of Utah, (the "City"), the St. George Neighborhood Redevelopment Agency (the "Agency"), and Environmental Materials, LLC, a Delaware limited liability company (the "Company"), collectively referred to herein as "the parties."

RECITALS

WHEREAS, pursuant to the Neighborhood Redevelopment and Renewal Agencies Act, formally codified as Utah Code sections 17B-4-101*et seq.*, and subsequently renumbered as 17C-1-101 *et seq.* (hereinafter the "CDA Act"), the Agency was legally and duly established by ordinance of the City Council of the City of St. George; and

WHEREAS, the Agency has as a purpose the creation of additional employment opportunities in the City through the attraction and expansion of manufacturing and industrial development in the City; and

WHEREAS, pursuant to the CDA Act, formally codified as Utah Code sections 17B-4-401 through 410, the Agency established the Ft. Pierce Community Development Area #2 by way of resolution of its board and by way of ordinance of the City Council's adopting the Ft. Pierce Community Development Area #2; and

WHEREAS, pursuant to the CDA Act, Utah Code sections formally codified as 17B-4-1001 through 1011, the Agency may receive and use tax increment for the economic development of the City; and

WHEREAS, the Company currently designs, manufactures, installs, sells, and warrants quality manufactured stone veneer products for use in commercial and residential construction. The Company has leased property, is remodeling an existing facility, and has plans to begin manufacturing at that facility in the Ft. Pierce Community Development Area #2, located within the municipal boundaries of the City; and

WHEREAS, the Company's operations will significantly contribute to the local economic and tax base as well as provide an anticipated total of 92 jobs with offered benefits in the City by December 31, 2019, with an average annual wage plus offered benefits equal to 135% of the Washington County average; and

WHEREAS, the City has determined that no similar manufacturing business currently located within the City competes with the Company for the same market, that the Company manufactures or produces a value-added product, and that the market for the product produced is primarily outside of Washington County; and

WHEREAS, the Company's investment at its facility in the Ft. Pierce Community Development Area #2, located within the municipal boundaries of the City of St. George, including the land, building, and equipment, is expected to total approximately \$2,000,000.00; and

WHEREAS, the Company desires to receive incentives from the City in order to locate its manufacturing facility in the City; and

WHEREAS, the City desires to provide the Company a financial incentive (the "Real and Personal Property Tax Incentive") to locate its manufacturing facility in the City; and

WHEREAS, the City and the Company have arranged between them for an incentive for locating said manufacturing facility within the City which the parties desire to reduce to writing.

AGREEMENT

NOW, THEREFORE, the parties mutually covenant and agree as follows:

1. Compliance with Real and Personal Property Tax Incentive Requirements. The Company agrees that it shall employ at least sixty one (61) new Qualified Employees at the Company's St. George manufacturing facility by December 31, 2019 in order to be eligible for the Real and Personal Property Tax Incentive. A "Qualified Employee" is defined as a permanent full-time employed position, created in connection with its manufacturing and installation business at its remodeled facility, whose primary assignment and duties are related to the Company's St. George manufacturing facility and whose legal residence is located within the boundaries of Washington County, Utah, and required to work at least thirty-two (32) hours per week, with an average annual wage plus offered

benefits of at least 135% of the Washington County average, for the Term of this Agreement. The Company also agrees that its total investment in the Property shall be no less than \$2,000,000.00.

2. Connection Fees and Other Fees. It is not the intent of the City to waive any fees lawfully adopted by the City. The Company shall owe and be responsible to pay to the City all applicable connection fees, license fees, and other fees lawfully adopted by the City.
3. Real and Personal Property Tax Incentive. The Company shall be eligible to receive the Real and Personal Property Tax Incentive in the form of an annual cash payment from the City in an amount equal to 50% of the amount of all new real and personal property taxes above the base year of 2014 (the "Taxes") paid on the property located at 631 East Commerce Drive, St. George, Utah 84790, and described in Exhibit "A" (the "Property"), as set forth below.
 - i) Year One: 50% of the Taxes paid in tax year one;
 - ii) Year Two: 50% of the Taxes paid in tax year two;
 - iii) Year Three: 50% of the Taxes paid in tax year three;
 - iv) Year Four: 50% of the Taxes paid in tax year four;
 - v) Year Five: 50% of the Taxes paid in tax year five.

The Company shall receive this payment for a period of five (5) tax years after the Date of Occupancy, beginning with the first full tax year after the Date of Occupancy.

4. Date of Occupancy. The "Date of Occupancy" shall be defined as the date the Company occupies the remodeled Property or the date manufacturing operations begin at the Property, whichever is later, provided however that the Date of Occupancy shall not be later than twelve (12) months after the date of this Agreement. The Company shall notify the City in writing within ten (10) business days of the date the remodeled Property is occupied or the date manufacturing operations begin at the Property.

5. Reimbursement of Taxes and Certification Procedure. The Company shall submit a written request for reimbursement to the City along with evidence of the Taxes assessed on the Property described in Exhibit "A" and paid to Washington County no later than twelve (12) months from the date on which the Taxes were paid, along with certifying documentation verifying compliance with this Agreement.

The City shall reimburse the Company within sixty (60) days of the City's receipt of evidence of the Taxes paid on the Property described in Exhibit "A" from the Washington County Assessor, unless the City Budget Manager requires additional information. Any request for additional information shall be made in a timely manner after receipt of the Company's reimbursement request. The parties agree that the City has the right to audit the information supplied by the Company and the Company agrees to cooperate fully in any such audit.

6. Continuous Operation. It is the parties' understanding that the Company shall lease land, remodel and existing facility, occupy the Property, and continuously operate a manufacturing facility in the Ft. Pierce Community Development Area #2, located within the municipal boundaries of the City St. George, for the full Term of this Agreement (as defined in Section 10 of this Agreement). The City shall be relieved of any and all obligations under this Agreement if the Company fails to lease, remodel and existing facility, and begin lawful operation of a manufacturing facility in the Ft. Pierce Community Development Area #2 within twelve (12) months of the execution of this Agreement.

If at any time, during the Term of this Agreement, the Company ceases continuous operation of its manufacturing facility in the Ft. Pierce Community Development Area #2 for a cumulative period exceeding thirty (30) days during any tax year in which the Real and Personal Property Tax Incentive is requested, the Company shall be deemed to have breached this Agreement, and the City shall be relieved of any and all remaining obligations under this Agreement from the date of such cessation of operation. In addition, if the Company ceases continuous operation before the completion of any tax year within the Term of this Agreement, the City shall not be required to make any partial or pro-rated payment to the Company pursuant to the terms of this Agreement.

7. Employment Records. The Company shall keep and maintain payroll records and books, as may be reasonably necessary to reflect and disclose fully the number of Qualified Employees employed as required in this Agreement as well as the salary and benefits paid during each year for which reimbursement is sought. All the payroll records and related books and documents shall be made available for inspection, copying, audit and examination at all reasonable times by any authorized representative of the City for purposes of verifying compliance with the terms of this Agreement. City must provide ten (10) business days written notice before gaining access to such records.

8. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

9. Notices. All notices required herein, and subsequent correspondence in connection with this agreement shall be mailed to the following:

City of St. George
Attn: Budget Manager
175 East 200 North
St. George, Utah 84770

Environmental Materials, LLC
Attn: Lanson Sutter,
Chief Financial Officer
7306 South Alton Way, Suite B
Centennial, CO 80112

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.

10. Term. The Term of this Agreement shall be for five (5) full tax years from the Date of Occupancy as defined in Section 4 of this Agreement.

11. Successor Parties. This Agreement shall be binding upon the heirs, assigns, receivers, or successors in interest of the parties.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes any prior such agreements. There are no other agreements, written or oral, except as specifically provided herein.

13. Counterparts. This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.

14. Maximum Incentive. In no manner shall the incentive available under this Agreement exceed the amount of the Taxes collected from the property described in Exhibit "A" for the Term of this Agreement.

15. No Joint Venture. Nothing in this agreement is intended to, or shall be deemed to, constitute a joint venture or partnership between Environmental Materials, LLC, the City, and/or the Agency.

WITNESS the hands and seals of the parties, the month, day and year first written above.

CITY OF ST. GEORGE

Environmental Materials, LLC

Jonathan T. Pike, Mayor and
Chairman, St. George
Neighborhood Redevelopment
Agency

Title: Lanson Sutter,
Chief Financial Officer

ATTEST:

Christina Fernandez, City Recorder

Approved as to form:

Victoria H. Hales, Assistant City Attorney

EXHIBIT A

All real and personal property on a parcel of land located in the Ft. Pierce Community Development Area #2, located within the municipal boundaries of the City St. George, Washington County, Utah, as of the Date of Occupancy defined in this Agreement, commonly described as 631 East Commerce Drive, St. George, Utah, and which land is more particularly described as:

(metes and bounds description of the real property)

DRAFTAgenda Item Number : **5B**

Request For Council Action

Date Submitted 2014-12-05 11:19:11**Applicant** City of St. George**Quick Title** Resolution to Approve Interlocal Agreement for Ft. Pierce CDA #2**Subject** Resolution of the legislative body of the City of St. George approving an Interlocal Cooperation Agreement between the City of St. George and the Redevelopment Agency of the City of St. George**Discussion** This agreement allows the City to "opt-into" the Fort Pierce CDA #2 whereby we agree to give the Ft. Pierce CDA #2 our property tax increment for a 15-year time period to use towards improvements and job-oriented incentive agreements for the new 57-acre district. We anticipate the new district will be invoked on January 1, 2015 to facilitate the incentive agreements with Industrial Brush Company and Environmental Stoneworks.**Cost** \$0.00**City Manager Recommendation** This allows the City to officially be part of the CDA#2 for a 15 year period. All taxing entities in a CDA must participate by approving an interlocal agreement. Recommend approval.**Action Taken****Requested by** Deanna Brklacich**File Attachments** [Fort Pierce CDA-RDA Interlocal with City 12.1.14.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [Fort Pierce CDA-RDA Interlocal with City 12.1.14.pdf](#)

RESOLUTION NO. _____

**RESOLUTION OF THE LEGISLATIVE BODY OF THE CITY OF ST. GEORGE APPROVING
AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF ST. GEORGE
AND THE REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE**

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), and the provisions of the Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the “CDRA Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the City of St. George, Utah (the “City”) and the Redevelopment Agency of the City of St. George (the “Agency”) are “public agencies” for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the City desires to enter into an Interlocal Agreement with the Agency whereby the City would remit to the Agency a portion of the property tax increment generated within the Fort Pierce Community Development Project Area #2, (the “Project Area”) which would otherwise flow to the City, for the purpose of encouraging development activities through the payment for certain public infrastructure, job-oriented incentives, and other uses that directly benefit the Project Area; and

WHEREAS Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY of the City as follows:

1. The Interlocal Cooperation Agreement between the City and the Agency, attached hereto as Exhibit A (the “Agreement”), is approved in final form and shall be executed for, and on behalf of, the City by the Mayor and City Recorder.
2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the City for review and approval as to form and legality.
3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the City Recorder, the keeper of records of the City.
4. The City is hereby directed to publish or cause to be published a notice of the Agreement in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreement available for public inspection and copying at the City’s offices during regular business hours for a period of at least 30 days following publication of the notice.
5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the legislative body of the City of St. George, Utah this _____ day of _____, 2014.

Jonathan T. Pike
Mayor, City of St. George

Attest:

City Recorder

Approved as to form:

Attorney for City

EXHIBIT A

INTERLOCAL COOPERATION AGREEMENT

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2014, by and between the **REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE**, a community development and renewal agency and political subdivision of the State of Utah (the "Agency"), and the **CITY OF ST. GEORGE**, a political subdivision of the State of Utah (the "City"), referred to herein individually as a "Party" and collectively as the "Parties", in contemplation of the following facts and circumstances:

A. **WHEREAS**, the Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act, Utah Code Annotated ("**UCA**") §17A-2-1201 *et seq.* (2000), and continues to operate under the provisions of its extant successor statute, the Community Development and Renewal Agencies Act, Title 17C of the UCA (the "**Act**"), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting the City in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and

B. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the "Cooperation Act"); and

C. **WHEREAS**, the Agency has created the Fort Pierce Community Development Project Area #2 (the "Project Area"), located within the City, which Project Area is described in **Exhibit "A"**, through the adoption of the Fort Pierce Community Development Project Area #2 Plan (the "Project Area Plan" or "Plan"), attached hereto as **Exhibit "B"** and incorporated herein by this reference; and

D. **WHEREAS**, the Project Area contains a significant amount of vacant and underutilized parcels, which are anticipated to be developed, with encouragement and planning by the Agency, into industrial, like manufacturing and other commercial uses. The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the City and the Agency may enter into one or more Development/Participation Agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, increased property taxes, referred to as "Tax Increment" (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS**, as explained further in the Plan, the City will incur significant costs and expenses to provide both on-site and off-site infrastructure improvements and job-oriented incentives, that will promote higher and more beneficial uses of land within the Project Area; and

F. **WHEREAS**, historically, the Project Area has generated a total of \$66,373 per year in property taxes for the various taxing entities, including the City, Washington County, Washington County School District, Washington County Water District, and other Special Service Districts ("SSD"), referred hereafter collectively as the "Taxing Agencies"; and

G. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the Taxing Agencies are projected to total approximately \$446,714 per year; and

H. **WHEREAS**, UCA § 11-13-215 authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns or local political subdivisions; and

I. **WHEREAS**, UCA § 17C-102-47(a) defines “Tax Increment” as the difference between the amount of personal and real property tax revenues generated each tax year by all taxing entities from the Project Area designated in the Project Area Plan, using the current assessed property value; and the amount of property tax revenues that would be generated from that same area using the base taxable value of the property (the “Tax Increment”); and

J. **WHEREAS**, the Agency has requested the Taxing Agencies to participate in the promotion of development in the Project Area by agreeing to remit to the Agency, for a specified period of time, specific portions of the Tax Increment which will be generated by the Project Area; and

K. **WHEREAS**, the City has determined it is in the best interest of the City to consent to remit such payments to the Agency in order to permit the Agency to provide assistance as an incentive for the development of the Project Area; and

L. **WHEREAS**, the Agency retained Lewis Young Robertson & Burningham, Inc. to prepare the Project Area Plan and the Project Area Budget and to provide a report regarding the need and justification for the remittance of Tax Increment revenues within the Project Area; and

M. **WHEREAS**, the Agency has also adopted the Fort Pierce Community Development Project Area #2 Budget (the “Project Area Budget”), a copy of which is attached as **Exhibit “C”**, which Project Area Budget outlines the anticipated generation, payment and use of Tax Increment within the Project Area; and

N. **WHEREAS**, the Parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the Parties agree as follows:

1. **Additional Tax Revenue.** The City has determined that significant additional property tax revenue, in the form of a Tax Increment, will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the Parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future, or to the degree possible or desired, without use of a portion of the Tax Increment generated in order to induce and encourage such development activity.

2. **Offset of Development Costs and Expenses.** The City has determined that it is in its best interest to pay the Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by Agency in the construction and installation of infrastructure improvements and other development related costs needed to serve the Project Area, to the extent permitted by the Act, as amended from time to time.

3. **Base Year and Base Taxable Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2014, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2014 Washington County assessment rolls for all real and personal property located within the Project Area (which is currently estimated to be \$5,727,700, but is subject to final adjustment and verification by Washington County and Agency).

4. **Property Tax Increment and Term.** This Agreement provides for the payment of the Tax Increment from real and personal property taxes collected from the Project Area by Washington County for the City for a term of fifteen (15) tax years, as stated below in Section 5. Real and personal property taxes which are the subject of this Agreement shall include all Tax Increment collected from the Project Area for the City but shall exclude any component of real and personal property taxes retained by Washington County as payment for costs incurred as the collection agency for itself or other applicable Taxing Agencies (i.e. Local Assess/Collection and Multi-County Assess/Collection tax levies).
5. **Initiation of Tax Increment.** The first tax year of payment of the Tax Increment from Washington County, for the City, to the Agency shall begin no later than tax year 2017. Washington County shall then remit Tax Increment payments for fifteen (15) tax years (including the initial tax year) after the date the Tax Increment was invoked.
6. **Total Payment to Agency.** Washington County, for the City, shall remit to the Agency, beginning with property tax receipts in the first tax year, and continuing through the fifteenth tax year, 100% of the annual Tax Increment generated from the Project Area. Washington County is thereby authorized and instructed to pay 100% of the Tax Increment to the Agency annually.
7. **No Independent Duty.** The City shall have no independent duty to pay any amount to the Agency other than the Tax Increment actually received for the City from and including the first tax year through and including the fifteenth tax year.
8. **Agreement with Developers.** The Agency is authorized to enter into one or more agreements with developers which may provide for the payment of certain amounts of Tax Increment to the developer based upon the developer's meeting of certain performance measures as outlined in said agreement. Such agreement shall be in writing, shall be consistent with the terms and conditions of this Agreement, and shall require as a condition of the payment to the developer that the developer, or its approved successors of interest as owners of the property, pay any and all taxes and assessments which shall be assessed against the property in accordance with levies made by applicable Taxing Agencies in accordance with the laws of the State of Utah.
9. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review and due diligence regarding the relevant facts concerning the Project Area and Plan and the expected benefits to the community and to the Parties, and each of the Parties relies on its own understanding of the relevant facts and information, after having completed its own due diligence.
10. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.
11. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.
12. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to the City:
St. George City
Attn: City Council
175 E. 200 N.
St. George, UT 84770
Facsimile: (435) 627-4261

If to Agency:
Redevelopment Agency of the City of St. George
Attn: City Manager
175 E. 200 N.
St. George, UT 84770
Facsimile: (435) 627-4261

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above.

13. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

14. **No Third Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third party beneficiaries to this Agreement.

15. **Headings and Terminology.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the Parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

16. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

17. **Amendments.** No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the Parties hereto.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

19. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein

contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

20. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Washington County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

21. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the City cannot pay and/or that the Agency cannot receive payments of the Project Area Property Tax, declares that the Agency cannot pay Tax Increment to developers, or takes any other action which has the effect of eliminating or reducing the payments of Project Area Property Tax received by the Agency, then the Agency's obligation to pay Tax Increment to developers shall be reduced or eliminated accordingly. The Agency and the City shall take such steps as are reasonably required to not permit the payment and/or receipt of the Property Tax to be declared invalid.

22. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

23. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Fifteen.

24. **Assignment.** No Party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all Parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

25. **Termination.** Should any of the Parties be found in default of any provision of the Agreement by order of a court of competent jurisdiction, or the Agreement be terminated as a result of legislative action of the Parties, any funds held by the Agency under the terms of this Agreement, but which the Agency is no longer obligated to disperse, shall be remitted back to the Parties from which they were received and this Agreement shall terminate and have no further force or effect.

26. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal

Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.

- f. Immediately after execution of this Agreement by both Parties, the Agency shall cause to be published a notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act; and
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

27. **Effective Date.** This Agreement shall take effect immediately upon adoption of a Resolution by each Party and pursuant to any provisions and noticing period requirements of the Act.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day specified above.

The City: CITY OF ST. GEORGE

Attest:

By: _____
Jonathan T. Pike
Its: Mayor

City Recorder

Approved as to form:

Attorney for City of St. George

Agency: REDEVELOPMENT AGENCY OF CITY OF ST. GEORGE

Attest:

By: _____
Jonathan T. Pike
Its: Agency Chair

Secretary

Approved as to form:

Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

Legal Description of Project

Commencing at the Northwest Quarter Corner of Section 20, Township 43 South, Range 15 West, Salt Lake Base & Meridian; thence 875.60 feet S 88°45'22" E along the section line, and 160.30 feet S 01°14'38" W to the POINT OF BEGINNING, said point also being on the Northerly line of Commerce Drive, as shown on the "Commerce Drive Extension" Dedication Plat, according to official plat thereof on file and of record in the Washington County Recorder's Office as Entry No. 828420; thence S 47°15'29" W, a distance of 1460.99 feet more or less to a point of curve to the right having a radius of 990.49 feet and a central angle of 07°44'40"; thence southwesterly along the arc a distance of 133.88 feet more or less; thence S 41°23'29" E, a distance of 66.07 feet more or less; thence S 42°44'31" E, a distance of 324.13 feet more or less; thence S 59°49'11" W, a distance of 755.47 feet more or less; thence S 42°23'28" W, a distance of 192.89 feet more or less; thence N 50°30'13" W, a distance of 319.43 feet more or less; thence N 50°31'07" W, a distance of 66.00 feet more or less to the point of curve of a non tangent curve to the right, of which the radius point lies S 50°31'07" E, a radial distance of 1,000.00 feet; thence northeasterly along the arc, through a central angle of 06°38'26", a distance of 115.90 feet more or less; thence N 45°46'09" W, a distance of 160.01 feet more or less to a point of curve to the left having a radius of 3,066.00 feet and a central angle of 05°05'44"; thence northwesterly along the arc a distance of 272.68 feet more or less; thence N 50°51'53" W, a distance of 889.75 feet more or less; thence N 55°38'13" E, a distance of 45.06 feet more or less; thence N 43°57'59" E, a distance of 653.25 feet more or less; thence S 45°07'03" E, a distance of 430.38 feet more or less; thence S 82°57'28" E, a distance of 500.45 feet more or less; thence N 54°35'35" E, a distance of 528.51 feet more or less; thence N 61°03'35" E, a distance of 582.54 feet more or less; thence N 06°54'20" W, a distance of 345.90 feet more or less; thence N 41°26'40" E, a distance of 200.93 feet more or less; thence N 66°15'02" E, a distance of 98.29 feet more or less; thence S 42°43'56" E, a distance of 750.72 feet more or less to the POINT OF BEGINNING.

Containing 2,485,014.05 square feet or 57.0481 acres, more or less.

The intent of this legal description is to include all of Lots 73, 74A, 74B, 75, 76, 77, 78, 79, 124, 127, and 128 into the Fort Pierce CDA #2

**EXHIBIT “B”
To
INTERLOCAL AGREEMENT**

Project Area Plan

**EXHIBIT “C”
To
INTERLOCAL AGREEMENT**

Project Area Budget

PROJECT AREA PLAN FORT PIERCE COMMUNITY DEVELOPMENT AREA #2 (CDA)

REDEVELOPMENT AGENCY OF THE CITY OF
ST. GEORGE, UTAH



OCTOBER 2014


LEWIS YOUNG
ROBERTSON & BURNINGHAM, INC.

GATEWAY PLAZA BUILDING • 41 N. RIO GRANDE, STE 101 • SALT LAKE CITY, UT 84101
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Definitions

As used in this Community Development Project Area Plan, the term:

"Act" shall mean and include the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act in Title 17C, Chapters 1 through 4, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.

"Agency" shall mean the Redevelopment Agency of the City of St. George, which is a separate body corporate and politic created by the City pursuant to the Act.

"Base taxable value" shall mean the agreed value specified in a resolution or interlocal agreement under Subsection 17C-4-201(2) from which tax increment will be collected.

"Base taxable year" shall mean the Tax Year during which the Project Area Budget is approved pursuant to Subsection 17C-1-102 (6), which shall be January 1, 2014.

"City" or "Community" shall mean the City of St. George.

"Legislative body" shall mean the City Council of St. George which is the legislative body of the Community.

"Plan Hearing" shall mean the public hearing on the draft Project Area Plan required under Subsection 17C-4-102.

"Project Area" shall mean the geographic area described in the Project Area Plan or draft Project Area Plan where the community development set forth in this Project Area Plan or draft Project Area Plan takes place or is proposed to take place (Exhibit A & B).

"Project Area Budget" shall mean the multi-year projection of annual or cumulative revenues, other expenses and other fiscal matters pertaining to the Project Area that includes:

- ☐ the base taxable value of property in the Project Area;
- ☐ the projected tax increment expected to be generated within the Project Area;
- ☐ the amount of tax increment expected to be shared with other taxing entities;
- ☐ the amount of tax increment expected to be used to implement the Project Area plan;
- ☐ the tax increment expected to be used to cover the cost of administering the Project Area plan;



☐ if the area from which tax increment is to be collected is less than the entire Project Area:

- the tax identification number of the parcels from which tax increment will be collected; or
- a legal description of the portion of the Project Area from which tax increment will be collected; and

☐ for property that the Agency owns and expects to sell, the expected total cost of the property to the Agency and the expected selling price.

“Project Area Plan” shall mean the written plan that, after its effective date, guides and controls the community development activities within the Project Area. Project Area Plan refers to this document and all of the attachments to this document, which attachments are incorporated by this reference.

“Taxes” includes all levies on an ad valorem basis upon land, real property, personal property, or any other property, tangible or intangible.

“Taxing Entity” shall mean any public entity that levies a tax on any property within the Project Area.

“Tax Increment” shall mean the difference between the amount of property tax revenues generated each tax year by all taxing entities from the Project Area using the current assessed value of the property and the amount of property tax revenues that would be generated from the same area using the base taxable value of the property.

“Tax Increment Period” shall mean the period of time in which the taxing entities from the Project Area consent that a portion of their tax increment from the Project Area be used to fund the objectives outlined in the Project Area Plan.

“Tax Year” shall mean the 12-month period between sequential tax roll equalizations (November 1st-October 31st) of the following year, e.g., the November 1, 2013-October 31, 2014 tax year.



Introduction

The Redevelopment Agency of the City of St. George ("Agency"), following a thorough consideration of the needs and desires of the City of St. George (the "City") and its residents, as well as the City's capacity for new development, has carefully crafted this draft Project Area Plan (the "Plan") for the Fort Pierce Community Development Project Area #2 (the "Project Area"). This Plan is the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development for the land encompassed by the Project Area which lies within the Fort Pierce Industrial Park and runs along Commerce Drive. The Plan is intended to define the method and means of development for the Project Area from its current state to a higher and better use.

The City has determined it is in the best interest of its citizens to assist in the development of the Project Area. It is the purpose of this Plan to clearly set forth the aims and objectives of development, scope, financing mechanism, and value to the residents of the City and other taxing districts.

The Project Area is being undertaken as a community development project area pursuant to certain provisions of Chapters 1 and 4 of the Utah Limited Purpose Local Governmental Entities -- Community Development and Renewal Agencies Act (the "Act", Utah Code Annotated ("UCA") Title 17C). The requirements of the Act, including notice and hearing obligations, have been observed at all times throughout the establishment of the Project Area.

Resolution Authorizing the Preparation of a Draft Community Development Project Area Plan

Pursuant to the provisions of §17C-4-101 of the Act, the governing body of the Agency adopted a resolution authorizing the preparation of a draft community development project area plan on **August 21, 2014**.

Utah Code
§17C-4-102

Recitals of Prerequisites for Adopting a Community Development Project Area Plan

In order to adopt a community development project area plan, the agency shall;

- ☐ Pursuant to the provisions of §17C-4-102(2)(a) and (b) of the Act, the City has a planning commission and general plan as required by law; and
- ☐ Pursuant to the provisions of §17C-4-102 of the Act, the Agency has conducted or will conduct one or more public hearings for the purpose of informing the public about the Project Area, and allowing public input into the Agency's deliberations and considerations regarding the Project Area; and



- Pursuant to the provisions of §17C-4-102 of the Act, the Agency has allowed opportunity for input on the draft Project Area Plan and has made a draft Project Area Plan available to the public at the Agency's offices during normal business hours, provided notice of the plan hearing, sent copies of the draft Project Area Plan to all required entities prior to the hearing, and provided opportunities for affected entities to provide feedback.

UTAH CODE
§17C-4-103(1)

Description of the Boundaries of the Proposed Project Area

A legal description of the Project Area along with a detailed map of the Project Area is attached respectively as **Exhibit A** and **Exhibit B** and incorporated herein. The Project Area is located within the Fort Pierce Industrial Park located within the City's southern boundaries. There are no agricultural, forest or mining uses in the Project Area. The Project Area is comprised of approximately 12 lots within the Industrial park, equaling 57.04 acres of property.

As delineated in the office of the Washington County Recorder, the Project Area encompasses all of the parcels detailed in **Exhibit C**.

UTAH CODE
§17C-4-103(2)

General Statement of Land Uses, Layout of Principal Streets, Population Densities, Building Densities and How They Will be Affected by the Project Area

General Land Uses

A significant amount of property within the Project Area consists of vacant and underutilized property not generating full beneficial tax base to the City or other taxing entities. Table 1 summarizes the approximate acreage of existing land uses by land use type.

TABLE 1: LAND USES

Type	Acres	% of Area
Industrial	21.63	38%
Vacant	35.41	62%
Total	57.04	100%

Current M-I zoning allows the contemplated uses which include industrial, like manufacturing, and other commercial uses. This Project Area Plan is consistent with



the General Plan of the City and promotes economic activity by virtue of the land uses contemplated. Any zoning change, amendment or conditional use permit necessary to the successful development contemplated by this Project Area Plan shall be undertaken in accordance with the requirements of the City's Code and all other applicable laws including all goals and objectives in the City's General Plan.

Layout of Principal Streets

The principal streets within the Project Area are **Commerce Drive** and **Quality Drive**. The Project Area map, provided in **Exhibit B**, shows the principal streets in the area. The Commerce Drive and Quality Drive intersection is the gateway to the Project Area and all improvements along these streets are anticipated to spur development within all parts of the Project Area.

Population Densities

Currently, there is no residential development within the Project Area.

Building Densities

Building densities may increase as potential future development could include multi-story structures. Also, the intent of this plan is to promote greater economic utilization of the land area, which currently has over 35 acres of undeveloped land.

Impact of Community Development on Land Use, Layout of Principal Streets, and Population Densities

Community development activities within the Project Area will mostly consist of development and economic enhancement of underutilized areas. The types of land uses will include: industrial, manufacturing, and commercial. In order to promote the development of the Project Area, the Agency, along with property owners, developers, and/or businesses will need to construct infrastructure improvements that create better utilization of land.

Land Use – The City adopted an ordinance that created special site development standards for the Fort Pierce Industrial Park. The additional special standards included: (i) loading dock requirements; (ii) landscaping provisions; (iii) building height specifications; and (iv) additional prohibited uses.

Layout of Principal Streets – It is not anticipated that the community development of the Project Area will alter the layout of principal streets in the area.

Population Densities – The Project Area will not include any residential development, thus the population density will not increase.



UTAH CODE
§17C-4-103(3)

Standards Guiding the Community Development

In order to provide maximum flexibility in the development and economic promotion of the Project Area, and to encourage and obtain the highest quality in development and design, specific development controls for the uses identified above are not set forth herein. Each development proposal in the Project Area will be subject to appropriate elements of the City's proposed General Plan; the Zoning Ordinance of the City, including adopted Design Guidelines pertaining to the area; institutional controls, deed restrictions if the property is acquired and resold by the RDA, other applicable building codes and ordinances of the City; and, as required by ordinance or agreement, review and recommendation of the Planning Commission and approval by the Agency.

Each development proposal by an owner, tenant, participant or a developer shall be accompanied by site plans, development data and other appropriate material that clearly describes the extent of proposed development, including land coverage, setbacks, height and massing of buildings, off-street parking and loading, use of public transportation, and any other data determined to be necessary or requested by the Agency or the City.

The general standards that will guide community development within the Project Area, adopted from the City's proposed General Plan are as follows:

Business attraction and expansion.

St. George City staff and community leaders should focus their marketing and recruitment efforts on a few "high yield" targets that will make a significant difference to the local economy.

Recruit, retain, and expand employers.

St. George encourages existing firms to grow and expand their business operations, and focus business attraction efforts on established firms within the region that may need larger facilities or a new location within the region.

UTAH CODE
§17C-4-103(4)

How the Purposes of this Title Will Be Attained By Community Development

It is the intent of the Agency, with the assistance and participation of private developers and property owners, to facilitate new quality development and improve existing private and public structures and spaces. This enhancement to the overall living environment and the restoration of economic vitality to the Project Area will benefit the community, the City, the County, and the State.



UTAH CODE
§17C-4-103(5)

Conformance of the Proposed Development to the Community's General Plan

The proposed Community Development Project Area Plan and the development contemplated are consistent with the City's proposed General Plan and land use regulations.

UTAH CODE
§17C-4-103(6)

Describe any Specific Project or Projects that are the object of the Proposed Community Development

The primary objectives of the community development area include: 1) assisting in the relocation of a manufacturing company to the Fort Pierce Industrial Park. This company will create at least 25 new high paying jobs with an average yearly wage of \$63,880; and 2) aiding a local company in relocating to the Fort Pierce Industrial Park, where they will add a manufacturing component to their current operation. This user will employ approximately 60 employees in their new facility. The overall intent and objective of this Project Area Plan is to further promote the expansion of industrial, manufacturing and commercial enterprises within the Project Area. This will be accomplished in part through the extension of public infrastructure improvements and job creation incentives.

UTAH CODE
§17C-4-103(7)

Method of Selection of Private Developers to undertake the Community Development and Identification of Developers Currently Involved in the Process

The City and Agency will select or approve such development as solicited or presented to the Agency and City that meets the development objectives set forth in this plan. The City and Agency retain the right to approve or reject any such development plan(s) that in their judgment do not meet the development intent for the Project Area. The City and Agency may choose to solicit development through an RFP or RFQ process, through targeted solicitation to specific industries, from inquiries to the City, EDC Utah, and/or from other such references.

The City and Agency will ensure that all development conforms to this plan and is approved by the City. All potential developers may need to provide a detailed development plan including sufficient financial information to provide the City and



Agency with confidence in the sustainability of the development and the developer. Such a review may include a series of studies and reviews including reviews of the Developers financial statements, third-party verification of benefit of the development to the City, appraisal reports, etc.

Any participation between the Agency and developers and property owners shall be by an approved agreement.

UTAH CODE
§17C-4-103(8)

Reason for Selection of the Project Area

The Fort Pierce Industrial Park creates an opportunity to accommodate new industrial and manufacturing businesses in the St. George area. These businesses will create new high paying jobs and increase the tax base to the City, County, and State of Utah. The proposed Project Area is intended to provide a means for the City to meet the goals outlined in the General Plan.

UTAH CODE
§17C-4-103(9)

Description of Physical, Social and Economic Conditions Existing in the Project Area

Physical Conditions

The Project Area consists of approximately 57 acres of relatively flat, publicly and privately owned land as shown on the Project Area map. There is minimal landscaping surrounding the commercial, industrial or office buildings. There are very little streetscapes or pedestrian-oriented lighting in the Project Area.

Social Conditions

The Project Area experiences a lack of social connectivity and vitality. There are no residential units. There are currently no parks, libraries, or other social gathering places in the Project Area. The lack of sidewalks on some streets and walking trails discourages foot traffic and access within the area. There is nominal human activity in the Project Area outside of business hours.

Economic Conditions

The Project Area is within the Fort Pierce Industrial Park, which has helped improve the existing economic base of the City. One of the objectives of this Project Area Plan includes providing incentives to property owners to sale, lease, or develop the existing vacant parcels of property, which will expand the economic base of the City, County and State of Utah.



UTAH CODE
§17C-4-103(10)

Description of any Tax Incentives Offered Private Entities for Facilities Located in the Project Area

Tax increment arising from the development within the Project Area shall be used for public infrastructure improvements, Agency requested improvements and upgrades, both off-site and on-site improvements, land and job-oriented incentives, desirable Project Area improvements, and other items as approved by the Agency. Subject to provisions of the Act, the Agency may agree to pay for eligible costs and other items from taxes during the tax increment period which the Agency deems to be appropriate under the circumstances.

In general, tax incentives may be offered to achieve the community development goals and objectives of this plan, specifically to:

- ☐ Foster and accelerate economic development;
- ☐ Stimulate job development;
- ☐ Promote the use of transit and the walkability of the area;
- ☐ Make needed infrastructure improvements to roads, street lighting, water, storm water, sewer, and parks and open space;
- ☐ Assist with property acquisition and/or land assembly; and
- ☐ Provide attractive development for high-quality commercial/industrial tenants.

The Project Area Budget will include specific participation percentages and timeframes for each taxing entity. Furthermore, a resolution and interlocal agreement will formally establish the participation percentage and tax increment period for each taxing entity.

UTAH CODE
§17C-4-103(11)

Anticipated Public Benefit to be Derived from the Community Development

UTAH CODE
§17C-4-103(11)(a)

The Beneficial Influences upon the Tax Base of the Community

The beneficial influences upon the tax base of the City and the other taxing entities will include increased property tax revenues and job growth. The increased revenues will come from the property values associated with new construction in the area, as well as increased land values that may occur, over time, in the area generally. Property values include land, buildings and personal property (machines, equipment, etc.).

It is estimated that the development of the Project Area will result in a minimum of approximately 85 new jobs. These jobs will likely result in an average monthly wage



of approximately \$2,540.¹ Job growth in the Project Area will result in increased wages, increasing local purchases and benefiting existing businesses in the area. Job growth will also result in increased income taxes paid. Additionally, business growth will generate corporate income taxes.

There will also be a beneficial impact on the community through increased construction activity within the Project Area. Positive impacts will be felt through construction wages paid, as well as construction supplies purchased locally.

UTAH CODE
§17C-4-103(11)(b)

The Associated Business and Economic Activity Likely to be Stimulated

Other business and economic activity likely to be stimulated includes increased spending by new and existing residents within the City and employees in the Project Area and in surrounding areas. This includes both direct and indirect purchases that are stimulated by the spending of the additional employees in the area.

Business will likely make purchases that may eventually result in increased employment opportunities in areas such as the following: office equipment, furniture and furnishings, office supplies, computer equipment, communication, security, transportation and delivery services, maintenance, repair and janitorial services, packaging supplies, and office and printing services.

Employees may make some purchases in the local area, such as convenience shopping for personal services (haircuts, banking, dry cleaning, etc.). The employees will not make all of their convenience or personal services purchases near their workplace and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within close proximity of the workplace (assuming the services are available).

¹ Utah Department of Workforce Services, Average Monthly Nonfarm Wage, Washington County, 2013



EXHIBIT A: Legal Description of Fort Pierce CDA #2

Commencing at the Northwest Quarter Corner of Section 20, Township 43 South, Range 15 West, Salt Lake Base & Meridian; thence 875.60 feet S 88°45'22" E along the section line, and 160.30 feet S 01°14'38" W to the POINT OF BEGINNING, said point also being on the Northerly line of Commerce Drive, as shown on the "Commerce Drive Extension" Dedication Plat, according to official plat thereof on file and of record in the Washington County Recorder's Office as Entry No. 828420; thence S 47°15'29" W, a distance of 1460.99 feet more or less to a point of curve to the right having a radius of 990.49 feet and a central angle of 07°44'40"; thence southwesterly along the arc a distance of 133.88 feet more or less; thence S 41°23'29" E, a distance of 66.07 feet more or less; thence S 42°44'31" E, a distance of 324.13 feet more or less; thence S 59°49'11" W, a distance of 755.47 feet more or less; thence S 42°23'28" W, a distance of 192.89 feet more or less; thence N 50°30'13" W, a distance of 319.43 feet more or less; thence N 50°31'07" W, a distance of 66.00 feet more or less to the point of curve of a non tangent curve to the right, of which the radius point lies S 50°31'07" E, a radial distance of 1,000.00 feet; thence northeasterly along the arc, through a central angle of 06°38'26", a distance of 115.90 feet more or less; thence N 45°46'09" W, a distance of 160.01 feet more or less to a point of curve to the left having a radius of 3,066.00 feet and a central angle of 05°05'44"; thence northwesterly along the arc a distance of 272.68 feet more or less; thence N 50°51'53" W, a distance of 889.75 feet more or less; thence N 55°38'13" E, a distance of 45.06 feet more or less; thence N 43°57'59" E, a distance of 653.25 feet more or less; thence S 45°07'03" E, a distance of 430.38 feet more or less; thence S 82°57'28" E, a distance of 500.45 feet more or less; thence N 54°35'35" E, a distance of 528.51 feet more or less; thence N 61°03'35" E, a distance of 582.54 feet more or less; thence N 06°54'20" W, a distance of 345.90 feet more or less; thence N 41°26'40" E, a distance of 200.93 feet more or less; thence N 66°15'02" E, a distance of 98.29 feet more or less; thence S 42°43'56" E, a distance of 750.72 feet more or less to the POINT OF BEGINNING.

Containing 2,485,014.05 square feet or 57.0481 acres, more or less.

The intent of this legal description is to include all of Lots 73, 74A, 74B, 75, 76, 77, 78, 79, 124, 127, and 128 into the Fort Pierce CDA #2

EXHIBIT B: Project Area Map

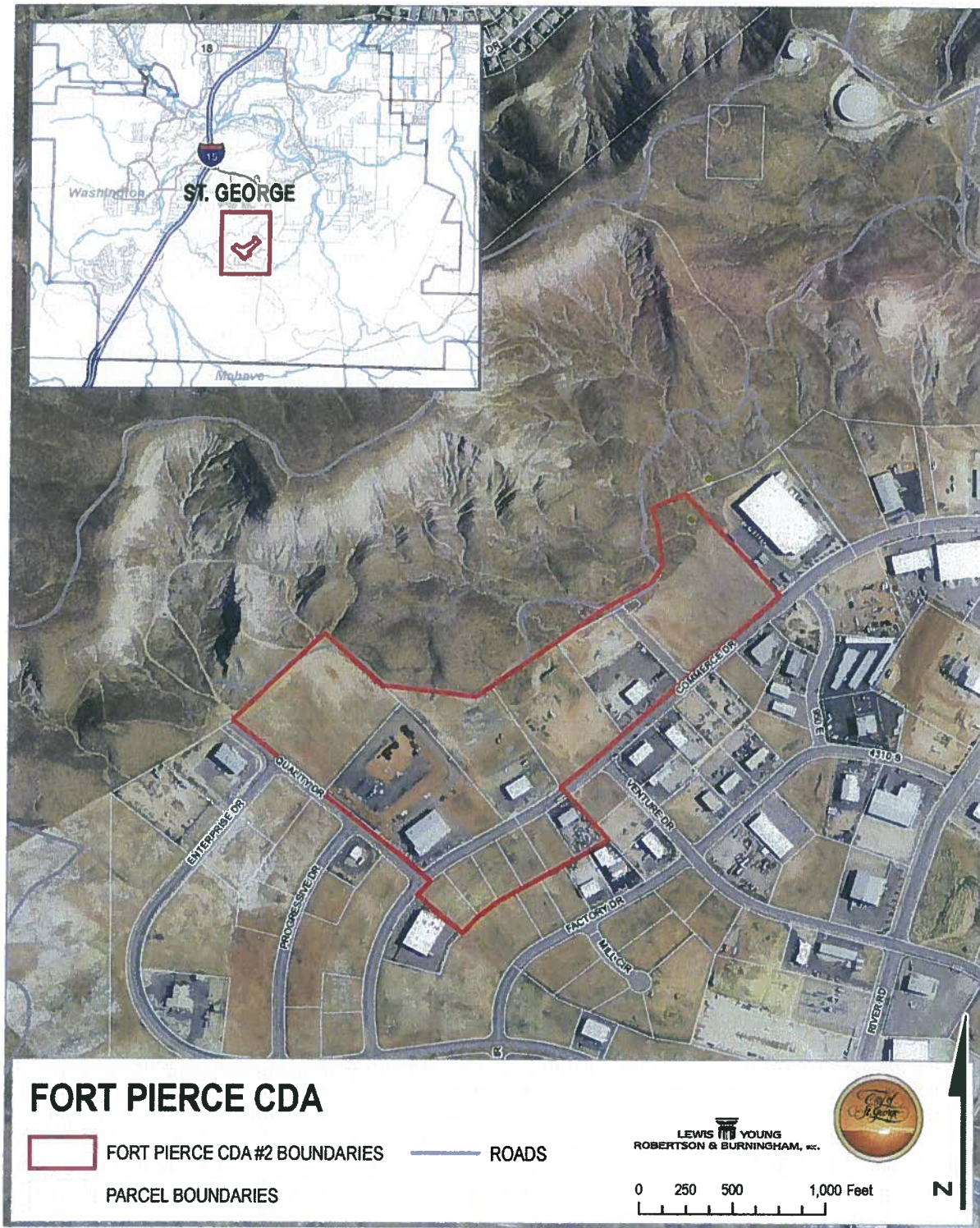




EXHIBIT C: Parcel List

Taxable Property Schedule (2013)				
Parcel ID	Owner	Acres	Taxable Value	Tax District
SG-5-3-19-111	TAC HOLDINGS LLC	1.81	197,100	8
SG-5-3-20-450	TAC HOLDINGS LLC	3.26	757,700	8
SG-5-3-19-112	MCSTG Partners LLC	10.00	2,269,800	8
SG-5-3-19-1102	Bristle Barn LLC	6.56	661,500	8
SG-5-3-19-120	STS Leasing LLC	7.12	1,040,300	8
SG-5-3-19-129	Guthrie LLC	1.19	129,500	8
SG-5-3-19-128	Kurt & Linda Johnson	1.07	116,200	8
SG-5-3-19-132	Competitive Excavation Inc	1.12	121,500	8
SG-5-3-19-121	E&B Holdings LC	1.25	307,600	8
SG-5-3-17-1101	Utah School & Trust Lands ²	22.45	-	8
SG-5-3-20-4412	Fort Pierce Leasing LC	0.09	5,000	8
SG-5-3-19-131	Competitive Excavation Inc	1.12	121,500	8
Total		57.04	5,727,700	

² The 22.45 acres is currently part of the Utah School & Trust Lands (SITLA) "parent parcel", and is thus tax exempt. As value added businesses locate on the conceptual lots owned by SITLA, the lot will be reduced from SITLA's "parent parcel" and given its own tax I.D. number.

**EXHIBIT “C”
To
INTERLOCAL AGREEMENT**

Project Area Budget

PROJECT AREA BUDGET FORT PIERCE COMMUNITY DEVELOPMENT AREA #2 (CDA)

REDEVELOPMENT AGENCY OF THE CITY
OF ST. GEORGE, UTAH



OCTOBER 2014


LEWIS YOUNG
ROBERTSON & BURNINGHAM, INC.

GATEWAY PLAZA BUILDING • 41 N. RIO GRANDE, STE 101 • SALT LAKE CITY, UT 84101
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Section 1: Introduction

The Redevelopment Agency of St. George (the “Agency”), following thorough consideration of the needs and desires of the City of St. George (the “City”) and its residents, as well as understanding the City’s capacity for new development, has carefully crafted the Project Area Plan (the “Plan”) for the Fort Pierce Community Development Project Area #2 (the “Project Area”). The Plan is the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development opportunities for the land encompassed by the Project Area which lies within the Fort Pierce Industrial Park.

The Plan is envisioned to define the method and means of development for the Project Area from its current state to a higher and better use. The City has determined it is in the best interest of its citizens to assist in the development of the Project Area. This **Project Area Budget** document (the “Budget”) is predicated upon certain elements, objectives and conditions outlined in the Plan and intended to be used as a financing tool to assist the Agency in meeting Plan objectives discussed herein and more specifically referenced and identified in the Plan.

The creation of the Project Area is being undertaken as a community development project pursuant to certain provisions of Chapters 1 and 4 of the Utah Community Development and Renewal Agencies Act (the “Act”, Utah Code Annotated (“UCA”) Title 17C). The requirements of the Act, including notice and hearing obligations, have been observed at all times throughout the establishment of the Project Area.

Section 2: Description of Community Development Project Area

The Project Area lies entirely within the boundaries of the City and is located within the Fort Pierce Industrial Park. The property encompasses approximately 57 acres of land.

TABLE 2.1: DESCRIPTION OF PROJECT AREA

Existing Land Uses	Acres	% of Area
Industrial	21.63	38%
Vacant	35.41	62%
Total	57.04	100%

The Project Area encompasses all of the parcels detailed in **APPENDIX A**.

A map and legal description of the Project Area are attached hereto in **APPENDIX B**.



Section 3: General Overview of Project Area Budget

The purpose of the Project Area Budget is to provide the financial framework necessary to implement the Project Area Plan. The following information will detail the sources and uses of tax increment and other necessary details needed for public officials, interested parties, and the public in general to understand the mechanics of the Project Area Budget.

Base Year Value

The Agency has determined that the base year property tax value for the Project Area will be the total taxable value for the 2014 tax year which is estimated to be \$5,727,700. Using the 2014 tax rates established within the Project Area the property taxes levied equate to \$66,373 annually. Accordingly, this amount will continue to flow through to each taxing entity proportional to the amount of the tax rate being levied.

Payment Trigger

This Budget will have a fifteen-year (15) duration from the date of the first tax increment receipt. The collection of tax increment will be triggered at the discretion of the Agency prior to March 1 of the tax year in which they intend to begin the collection of increment. The following year in which this increment will be remitted to the Agency will be Year 1, e.g., if requested prior to March 1, 2015, Year 1 of increment will be 2016. The Agency anticipates it will trigger the tax increment by March 1, 2015 but in no case will the Agency trigger increment collection after March 1, 2017.

Projected Tax Increment Revenue – Total Generation

Development within the Project Area will commence upon favorable market conditions which will include both horizontal and vertical infrastructure and development. The Agency anticipates that new development will begin in the Project Area in 2014 or 2015. The contemplated development will generate significant additional property tax revenue as well as incremental sales and use tax above what is currently generated within the Project Area.

Property Tax Increment will begin to be generated in the tax year (ending Dec 1st) following construction completion and Tax Increment will actually be paid to the Agency in March or April after collection. It is projected that property Tax Increment generation within the Project Area could begin as early as 2015 or as late as 2017. It is currently estimated that during the 15-year life of the Project Area Budget, property Tax Increment could be generated within the Project Area in the approximate amount of \$3.73 million or at a net present value (NPV)¹ of \$2.54 million. This amount is over and above the \$995,589 of base taxes that the property would generate over 15 years at the \$66,373 annual amount it currently generates as shown in Table 4.1 below.

¹ Net Present Value of future cash flows assumes a 4% discount rate. The same 4% discount rate is used in all remaining NPV calculations. This total is prior to accounting for the flow-through of tax increment to the respective taxing entities.



Section 4: Property Tax Increment

Base Year Property Tax Revenue

The taxing entities are currently receiving - and will continue to receive - property tax revenue from the current assessed value of the property within the Project Area ("Base Taxes"). The current assessed value is estimated to be \$5,727,700. Based upon the 2013 tax rates in the area, the collective taxing entities are receiving \$66,373 in property tax annually from this Project Area. This equates to approximately \$995,589 over the fifteen year life of the Project Area.

TABLE 4.1: TOTAL BASE YEAR TO TAXING ENTITIES (OVER 15 YEARS)

Entity	Total	NPV at 4%
Washington County	\$158,342	\$117,367
Washington County School District	\$620,396	\$459,853
St. George City	\$142,792	\$105,841
Washington County Water Conservancy District	\$70,107	\$51,965
Southwest Mosquito Abatement & Control District	\$3,952	\$2,929
Total Revenue	\$995,589	\$737,956

Property Tax Increment Shared with RDA

It is anticipated that all taxing entities will contribute 100% of their respective tax increment for 15 years. The City, County and the State will **not** contribute any portion of their incremental sales tax to implement the Project Area Plan. Table 4.2 shows the amount of Tax Increment shared with the Agency assuming the participation levels discussed above.

TABLE 4.2: SOURCES OF TAX INCREMENT FUNDS

Entity	Percentage	Length	Total	NPV at 4%
Washington County	100%	15 Years	\$593,748	\$403,999
Washington School District	100%	15 Years	\$2,326,346	\$1,582,897
St. George City	100%	15 Years	\$535,436	\$364,323
Washington County Water Conservancy District	100%	15 Years	\$262,886	\$178,873
Southwest Mosquito Abatement & Control District	100%	15 Years	\$14,820	\$10,084
Total Sources of Tax Increment Funds			\$3,733,236	\$2,540,176

Uses of Tax Increment

The majority of the Tax Increment collected by the Agency (96.5%) will be used for redevelopment activities such as offsetting certain on-site and off-site public infrastructure costs necessary to accommodate development in the Project Area; Incentive Agreements with Environmental Stoneworks and Industrial Brush, and other qualifying businesses; and direct professional services. The remaining 3.5% will be used to offset the administration costs of the Agency.

**TABLE 4.3: USES OF TAX INCREMENT**

Uses	Total	NPV at 4%
Redevelopment Activities (Infrastructure, Incentive Agreements, Direct Professional Services) @ 96.5%	\$3,602,573	\$ 2,451,270
Project Area Administration @ 3.5%	\$130,663	\$ 88,906
Total Uses of Tax Increment Funds	\$ 3,733,236	\$ 2,540,176

A multi-year projection of tax increment is including in **APPENDIX C**.

Total Annual Property Tax Revenue for Taxing Entities at Conclusion of Project

As described above, the collective taxing entities are currently receiving approximately \$66,373 in property taxes annually from this Project Area. At the end of the life of the project area, the taxing entities will receive all of their respective tax increment thereafter. At the end of 15 years an additional \$380,341 in property taxes annually is anticipated, totaling approximately \$446,714 in property taxes annually for the area. But for the assistance provided by the RDA through tax increment revenues, this increase of approximately 573 percent in property taxes generated for the taxing entities would not be possible.

TABLE 4.4: TOTAL BASE YEAR AND END OF PROJECT LIFE ANNUAL PROPERTY TAXES

Entity	Annual Base Year Property Taxes	Annual Property Tax Increment at Conclusion of Project	Total Annual Property Taxes
Washington County	\$10,556	\$60,491	\$71,047
Washington County School District	\$41,360	\$237,007	\$278,367
St. George City	\$9,519	\$54,550	\$64,070
Washington County Water Conservancy District	\$4,674	\$26,783	\$31,457
Southwest Mosquito Abatement & Control District	\$263	\$1,510	\$1,773
Total Revenue	\$66,373	\$380,341	\$446,714

Section 5: Cost/Benefit Analysis

Additional Revenues

Sales Tax

Incremental sales and use tax will flow more quickly from the Project Area as sales tax is generated as soon as a business begins generating sales. In addition, the sales and use tax is paid either monthly or quarterly to the City, County, and State. It is estimated that incremental sales tax would begin flowing to the City, County, and State as early as 2015 and as late as 2018. The estimated new incremental sales tax revenue generated within the project² for the 15-year life of this Master Budget for the City, County and State is approximately \$22.65 million. The sales tax benefit to the City over the life of the project is approximately \$1.96 million.

Other Tax Revenues

The development within the Project Area will also generate energy sales and use taxes for natural gas and electric, as well as telecom taxes.

Table 5.1 shows the anticipated property tax increment shared with the Agency by the taxing entities and the City's portion of sales tax, telecom tax, and energy sales and use tax.

TABLE 5.1: TOTAL REVENUES

	Total	NPV at 4%
Property Tax Increment	\$3,733,236	\$2,540,176
Sales Tax	\$1,969,654	\$1,443,870
Telecom Tax	\$195,991	\$138,732
Energy Sales & Use Tax (Natural Gas)	\$119,947	\$84,416
Energy Sales and Use Tax (Electric)	\$292,485	\$205,845
Total Revenue	\$6,311,313	\$4,413,039

Additional Costs

The development anticipated within the Project Area will also likely result in additional general government, public works, and public safety costs. These costs, along with the estimated budget to implement the Project Area Plan are identified below.

TABLE 5.2: TOTAL EXPENDITURES

Other City Expenditures	Total	NPV at 4%
Estimated Budget	\$3,733,236	\$2,540,176
General Government Services	\$71,023	\$49,710
Public Works Services	\$144,833	\$101,372
Public Safety Services	\$361,322	\$252,898
Parks and Recreation	\$208,597	\$146,002
Total Uses of Tax Increment Funds	\$4,519,011	\$3,090,158

² Includes only the estimated new sales to the City, County, and State, respectively



The total net benefit (the Total Revenues in Table 5.1 minus the Total Expenditures in Table 5.2) to the City of implementing the project area is approximately \$1,792,302 or \$1,322,881 NPV.



Appendix A: Parcel List

Taxable Property Schedule (2013)				
Parcel ID	Owner	Acres	Taxable Value	Tax District
SG-5-3-19-111	TAC HOLDINGS LLC	1.81	197,100	8
SG-5-3-20-450	TAC HOLDINGS LLC	3.26	757,700	8
SG-5-3-19-112	MCSTG Partners LLC	10.00	2,269,800	8
SG-5-3-19-1102	Bristle Barn LLC	6.56	661,500	8
SG-5-3-19-120	STS Leasing LLC	7.12	1,040,300	8
SG-5-3-19-129	Guthrie LLC	1.19	129,500	8
SG-5-3-19-128	Kurt & Linda Johnson	1.07	116,200	8
SG-5-3-19-132	Competitive Excavation Inc	1.12	121,500	8
SG-5-3-19-121	E&B Holdings LC	1.25	307,600	8
SG-5-3-17-1101	Utah School & Trust Lands ³	22.45	-	8
SG-5-3-20-4412	Fort Pierce Leasing LC	0.09	5,000	8
SG-5-3-19-131	Competitive Excavation Inc	1.12	121,500	8
Total		57.04	5,727,700	

³ The 22.45 acres is currently part of the Utah School & Trust Lands (SITLA) "parent parcel", and is thus tax exempt. As value added businesses locate on the conceptual lots owned by SITLA, the lot will be reduced from SITLA's "parent parcel" and given its own tax I.D. number.



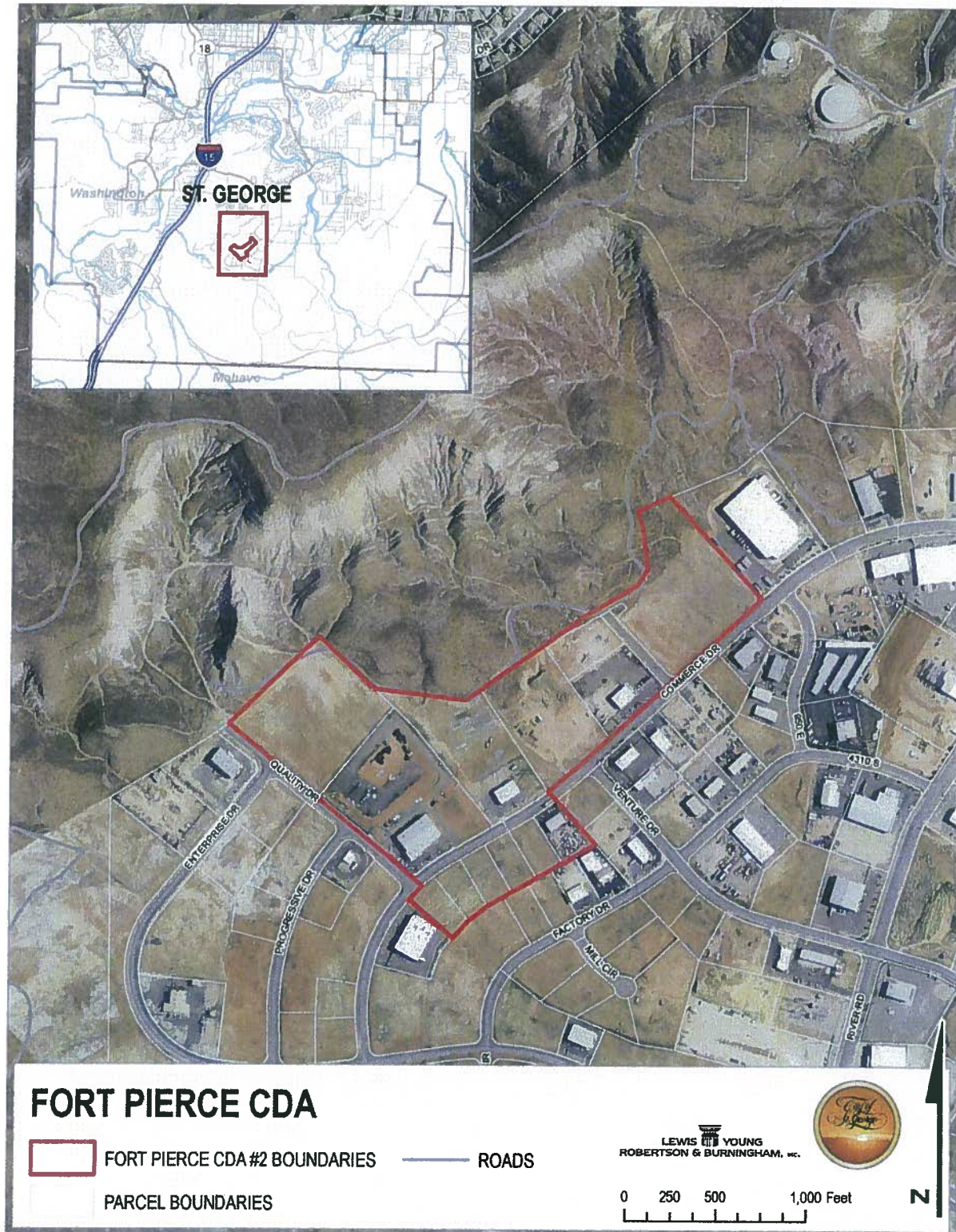
Appendix B: Map and Legal Description

The following described real property is located in Washington County, Utah:

Commencing at the Northwest Quarter Corner of Section 20, Township 43 South, Range 15 West, Salt Lake Base & Meridian; thence 875.60 feet S 88°45'22" E along the section line, and 160.30 feet S 01°14'38" W to the POINT OF BEGINNING, said point also being on the Northerly line of Commerce Drive, as shown on the "Commerce Drive Extension" Dedication Plat, according to official plat thereof on file and of record in the Washington County Recorder's Office as Entry No. 828420; thence S 47°15'29" W, a distance of 1460.99 feet more or less to a point of curve to the right having a radius of 990.49 feet and a central angle of 07°44'40"; thence southwesterly along the arc a distance of 133.88 feet more or less; thence S 41°23'29" E, a distance of 66.07 feet more or less; thence S 42°44'31" E, a distance of 324.13 feet more or less; thence S 59°49'11" W, a distance of 755.47 feet more or less; thence S 42°23'28" W, a distance of 192.89 feet more or less; thence N 50°30'13" W, a distance of 319.43 feet more or less; thence N 50°31'07" W, a distance of 66.00 feet more or less to the point of curve of a non tangent curve to the right, of which the radius point lies S 50°31'07" E, a radial distance of 1,000.00 feet; thence northeasterly along the arc, through a central angle of 06°38'26", a distance of 115.90 feet more or less; thence N 45°46'09" W, a distance of 160.01 feet more or less to a point of curve to the left having a radius of 3,066.00 feet and a central angle of 05°05'44"; thence northwesterly along the arc a distance of 272.68 feet more or less; thence N 50°51'53" W, a distance of 889.75 feet more or less; thence N 55°38'13" E, a distance of 45.06 feet more or less; thence N 43°57'59" E, a distance of 653.25 feet more or less; thence S 45°07'03" E, a distance of 430.38 feet more or less; thence S 82°57'28" E, a distance of 500.45 feet more or less; thence N 54°35'35" E, a distance of 528.51 feet more or less; thence N 61°03'35" E, a distance of 582.54 feet more or less; thence N 06°54'20" W, a distance of 345.90 feet more or less; thence N 41°26'40" E, a distance of 200.93 feet more or less; thence N 66°15'02" E, a distance of 98.29 feet more or less; thence S 42°43'56" E, a distance of 750.72 feet more or less to the POINT OF BEGINNING.

Containing 2,485,014.05 square feet or 57.0481 acres, more or less.

The intent of this legal description is to include all of Lots 73, 74A, 74B, 75, 76, 77, 78, 79, 124, 127, and 128 into the Fort Pierce CDA #2





Appendix C: Multi-Year Budget

REDEVELOPMENT AGENCY OF ST. GEORGE
Fort Pierce #2 Project Area
Increment and Budget Analysis
Appendix C.1: Multi-Year Tax Increment Budget (Project Area Forecast)

ASSUMPTIONS:	
Discount Rate	4.0%
Inflation Rate	2.5%

INCREMENTAL TAX ANALYSIS:	Payment Year No. Years Year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	TOTALS	NPV
		2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030		
Cumulative Taxable Value		-	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000		
Planned Investment Development		-	-	\$3,384,862	\$6,235,362	\$6,235,362	\$6,235,362	\$6,235,362	\$6,235,362	\$6,235,362	\$6,235,362	\$6,235,362	\$6,235,362	\$6,235,362	\$6,235,362	\$6,235,362	\$6,235,362		
Industrial Bluffs		-	-	-	\$3,762,862	\$4,891,890	\$6,259,457	\$8,287,234	\$10,747,482	\$13,971,727	\$18,163,245	\$23,612,219	\$25,086,615	\$25,086,615	\$25,086,615	\$25,086,615	\$25,086,615		
Future Development		-	\$1,500,000	\$4,894,862	\$11,688,354	\$12,637,252	\$14,094,819	\$16,022,658	\$18,442,844	\$21,707,089	\$25,868,897	\$31,347,581	\$32,821,977	\$32,821,977	\$32,821,977	\$32,821,977	\$32,821,977		
TOTAL INCREMENTAL VALUE																			
TAX RATE & INCREMENT ANALYSIS:																			
2014 RATES																			
Washington County	0.001843	-	2,765	9,021	21,191	23,272	25,977	29,483	34,064	40,006	47,731	57,774	60,491	60,491	60,491	60,491	60,491	593,748	403,989
Washington School District	0.007221	-	10,832	35,346	83,030	91,161	101,779	115,555	133,465	156,747	187,014	226,381	237,007	237,007	237,007	237,007	237,007	2,326,346	1,582,897
St. George City	0.001662	-	2,463	8,135	19,110	20,988	23,428	26,598	30,718	36,077	43,043	52,100	54,550	54,550	54,550	54,550	54,550	535,438	364,323
Washington County Water Conservancy District	0.000816	-	1,224	3,994	9,363	10,304	11,501	13,058	15,082	17,713	21,133	25,580	26,783	26,783	26,783	26,783	26,783	262,886	178,873
Southwest Mosquito Abatement & Control District	0.000046	-	69	225	529	581	648	736	850	999	1,191	1,442	1,510	1,510	1,510	1,510	1,510	14,820	10,084
Totals:	0.011588	-	17,382	56,722	133,243	146,325	163,331	185,439	214,179	251,542	300,113	363,258	380,341	380,341	380,341	380,341	380,341	3,733,238	2,540,176
TOTAL INCREMENTAL REVENUE IN PROJECT AREA		-	\$17,382	\$56,722	\$133,243	\$146,325	\$163,331	\$185,439	\$214,179	\$251,542	\$300,113	\$363,258	\$380,341	\$380,341	\$380,341	\$380,341	\$380,341	\$3,733,238	\$2,540,176
PROJECT AREA BUDGET																			
Sources of Funds:		2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	TOTALS	NPV
Property Tax Allocation Rate for Budget		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%		
Washington County		-	\$2,765	\$9,021	\$21,191	\$23,272	\$25,977	\$29,483	\$34,064	\$40,006	\$47,731	\$57,774	\$60,491	\$60,491	\$60,491	\$60,491	\$60,491	\$593,748	\$403,989
Washington School District		-	\$10,832	\$35,346	\$83,030	\$91,161	\$101,779	\$115,555	\$133,465	\$156,747	\$187,014	\$226,381	\$237,007	\$237,007	\$237,007	\$237,007	\$237,007	\$2,326,346	\$1,582,897
St. George City		-	\$2,463	\$8,135	\$19,110	\$20,988	\$23,428	\$26,598	\$30,718	\$36,077	\$43,043	\$52,100	\$54,550	\$54,550	\$54,550	\$54,550	\$54,550	\$535,438	\$364,323
Washington County Water Conservancy District		-	\$1,224	\$3,994	\$9,363	\$10,304	\$11,501	\$13,058	\$15,082	\$17,713	\$21,133	\$25,580	\$26,783	\$26,783	\$26,783	\$26,783	\$26,783	\$262,886	\$178,873
Southwest Mosquito Abatement & Control District		-	\$69	\$225	\$529	\$581	\$648	\$736	\$850	\$999	\$1,191	\$1,442	\$1,510	\$1,510	\$1,510	\$1,510	\$1,510	\$14,820	\$10,084
Total Property Tax Increment for Budget		-	\$17,382	\$56,722	\$133,243	\$146,325	\$163,331	\$185,439	\$214,179	\$251,542	\$300,113	\$363,258	\$380,341	\$380,341	\$380,341	\$380,341	\$380,341	\$3,733,238	\$2,540,176
Uses of Tax Increment Funds:																			
Redevelopment Activities (Infrastructure, Incentive Agreements, Professional Services)		96.5%	96.5%	96.5%	96.5%	96.5%	96.5%	96.5%	96.5%	96.5%	96.5%	96.5%	96.5%	96.5%	96.5%	96.5%	96.5%		
Project Area Administration	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%		
Total Uses	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%		
Uses of Tax Increment Funds:																			
Redevelopment Activities (Infrastructure, Incentive Agreements, Professional Services)		-	\$16,774	\$54,736	\$128,579	\$141,203	\$157,614	\$176,948	\$206,683	\$242,738	\$286,609	\$350,542	\$367,029	\$367,029	\$367,029	\$367,029	\$367,029	\$3,682,573	\$2,451,270
Project Area Administration	-	\$608	\$1,985	\$4,864	\$5,717	\$6,490	\$7,717	\$9,404	\$11,084	\$13,312	\$16,132	\$19,714	\$21,714	\$21,714	\$21,714	\$21,714	\$21,714	\$218,663	\$146,906
Total Uses	-	\$17,382	\$56,722	\$133,243	\$146,325	\$157,614	\$163,331	\$185,439	\$214,179	\$251,542	\$300,113	\$363,258	\$380,341	\$380,341	\$380,341	\$380,341	\$380,341	\$3,733,238	\$2,540,176

DRAFTAgenda Item Number : **6A**

Request For Council Action

Date Submitted 2014-12-10 16:32:35**Applicant** Jordan Bracken**Quick Title** Desert City Crit Series**Subject** Consideration of a request for a partial road closure of 2100 West Street from Tuweap Drive to 2000 North St. Additionally, consideration of a request for partial lane closures on 2000 North Street and Tuweap.**Discussion** The Desert City Crit Series cycling event will be held on Saturday, January 10 from 1:00 pm to 5:30 pm in the vicinity of the Canyons Softball Complex at 2100 West Tuweap Drive. This Criterium event will involve bicycle racing on a short course of city streets.**Cost** \$0.00**City Manager Recommendation** Event would be from 11:00 am to 5:00 pm on January 10. Minor inconvenience to those using these roads. Closure as I understand would be a partial one.**Action Taken****Requested by** Bill Swensen**File Attachments** [CC Desert City Crit Series .pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [CC Desert City Crit Series .pdf](#)



SPECIAL EVENT PERMIT APPLICATION CITY OF ST. GEORGE

City of St. George Special Events
175 E. 200 North
St. George, UT 84770

Phone: (435) 627-4128
Fax: (435) 627-4430
events@sgcity.org

EVENT NAME: Desert city crit series - Softball complex

Applicant's Name: Jordan Brauer

Organization: Rapid Cycling Racing

Mailing Address: 946 W Sunset Blvd

City, State, Zip: St George UT 84770

Day Phone: 435-229-5347

Cell/other:

E-mail: Jordan@rapidcyclingracing.com

Event Web Address (if applicable): Rapidcyclingracing.com

Alternate contact name: Holly OKeefe

Day Phone:

Cell/other: 435-773-7392

E-mail:

EVENT DETAILS

LOCATION: Turnup, 2100 W, 2000 N - Softball complex

Location Details/Address: Turnup, 2100 W, 2000 N

Event	Date(s): 01/10/15	Start time: 1:00 pm	End time: 5:15 pm
Set-up	Date(s): 01/10/15	Start time: 11:00 am	End time: 11:30 pm
Clean-up	Date(s): 01/10/15	Start time: 5:15 pm	End time: 5:45 pm

Is this a recurring event? NO

If yes; daily, weekly or other?

Is this a Annual Event? yes

If yes; Same date and Place? yes

TYPE OF ACTIVITY check all that apply:

- | | | | |
|---|---------------------------------------|---|-----------------------------------|
| <input checked="" type="checkbox"/> Cycling | <input type="checkbox"/> 5K | <input type="checkbox"/> Training Event | <input type="checkbox"/> Festival |
| <input type="checkbox"/> Film Production | <input type="checkbox"/> Parade | <input type="checkbox"/> Sporting | <input type="checkbox"/> 10K |
| <input type="checkbox"/> Block Party | <input type="checkbox"/> Religious | <input type="checkbox"/> Outdoors Sales | <input type="checkbox"/> Fun run |
| <input type="checkbox"/> Dance | <input type="checkbox"/> 1/2 Marathon | <input type="checkbox"/> Other: | |

PARTICIPANTS

Number of participants expected: 150

Number of volunteers/event staff: 12

☒ Open to the Public

☐ Private Group/Party

If event is open to the public, is it: ☐ Entrance Fee/Ticketed Event?

☒ Fee for Participants/
Racers/Runners Only

SPECIAL EVENT PERMIT APPLICATION

EVENT _____

Page 2 of 5

VENDORS/FOOD/ALCOHOL *check all that apply*

- ☒ Vendors/merchants Quantity: 2-4
☒ Vendors giving away products/services
☐ Vendors *selling* products/food
☐ Food SW Utah Health Dept., (435) 986-2580
☐ given away ☐ catered by restaurants/vendors ☐ prepared on site
☐ Alcoholic Beverages Utah DABC, (801) 977-6800
☐ beer stands ☐ fenced in beer garden ☐ liquor sales Bus. Licensing, (435) 627-4740

TENTS/STAGES/STRUCTURES *(include details on site map)*

- ☒ Tents/Pop-up Canopies Amount: 4 SG Fire Dept. (435) 627-4150
Dimensions: 10x10
☐ Temporary Stage Dimensions:

Description of Tents/Canopies/Stage, etc.: Registration, service, timing

SITE SETUP/SOUND *check all that apply (please include details on site map)*

- ☒ Fencing/Scaffolding
☒ Barricades (must obtain privately)
☒ Portable Sanitary Units (must obtain privately)
☐ Music if yes, check all that apply ☐ Acoustic ☐ Amplified
☒ PA/Audio system Type/Description: for announcements
☐ Fireworks / Fire Performances / Open Flame SG Fire Dept. (435) 627-4150
☐ Propane/Gas on site SG Fire Dept. (435) 627-4150
☒ Trash/Recycle bin coordination on site 4 trash cans WCSW, (435) 673-2813

ROAD & SIDEWALK USE (ENCROACHMENT PERMITS) *You may begin to coordinate in advance with these contacts*

- ☒ Road Use Location: Turnoff, 2100 W, 2000 W SG City Public Works Dept., (435) 627-4050

(please include details on site map)

☐ Sidewalk Use Location: ☐ Will stay on sidewalks and follow pedestrian laws

(please include details on site map)

☐ Parade # of Floats:

SECURITY/OTHER

You may begin to coordinate in advance with these contacts:

- ☒ Private Security/Officers Company name: Volunteers # of Personnel: 3-4
☐ Animals Quantity: What kind:
☐ Motion Pictures/Videos ☐ Other:

My signature verifies that I have completed this application to the best of my knowledge and I am aware that I am responsible for paying for City services beyond "basic City services" (if applicable to my event).

Jordan Becker

Print Applicant's Name


Applicant's Signature

12/04/14
Date

☐ Please do NOT include my event on the City Event Calendar Website

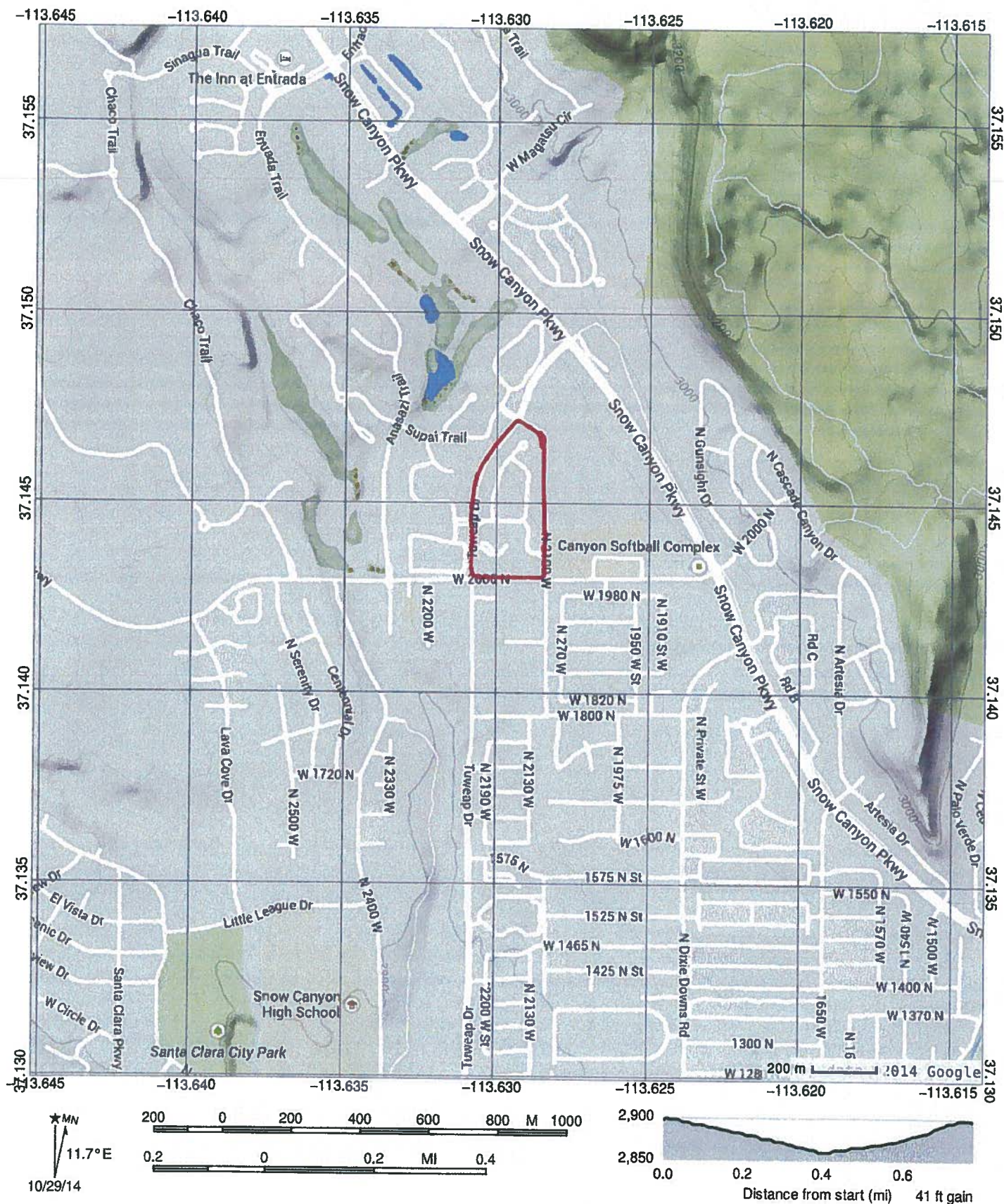
Course Description

We are proposing this race to be held on January 10th, 2015. Location we are looking at is the streets near Canyon Softball Complex. The streets we propose to use are Tuweap Dr, W 2000 N., N 2100 W. This area is great for a Crit (Criterium) race because of the simplicity of the course. We like how it uses the community roads to help bring awareness of cycling and to have great spectators for the general crowd. We are proposing a course that goes around the roads that touches the softball field park.

A criterium, or crit, is a bike race held on a short course (usually less than 1 mile), often run on closed-off city center streets or local roads that have less traffic. Race length can be determined by a number of laps or total time. However, the average speed and intensity are appreciably higher. The winner is the first rider to cross the finish line. Our events often have prizes for winning specific intermediate laps. A bell is usually rung to announce laps and final lap. Success in road criteriums requires a mix of good technical skills in particular, the ability to corner smoothly while on the road, as well as rapidly and sharply and riding safely with a large group on a short circuit and exceptional sprint ability to attack other riders and repeatedly accelerate hard from corners. Criteriums are relatively easy to organize, do not require a large amount of space, and are good for live spectators as they allow them to see the riders pass by many times. They are the most common type of bicycle racing in the United States.



**NATIONAL
GEOGRAPHIC**



DRAFTAgenda Item Number : **6B**

Request For Council Action

Date Submitted 2014-12-09 13:56:19**Applicant** Bobbi Wan-kier**Quick Title** "Arts to Zion" Art and Studio Tour**Subject** Consideration of a request for the placement of a banner on the Historic Courthouse at 97 East St George Blvd and for the placement of directional signs advertising the Arts to Zion event.**Discussion** The fourth annual "Arts to Zion" Artist Studio Tour will be held January 15-19, 2015. This self guided public art tour visits artists' home studios in St George and surrounding communities.**Cost** \$0.00**City Manager Recommendation** Recommend approval.**Action Taken****Requested by** Bill Swensen**File Attachments** [Arts to Zion .pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [Arts to Zion .pdf](#)

FOR OFFICE USE ONLY

Insurance Received:	Date Received:
Application Fee Paid	Date Paid:



SPECIAL EVENT PERMIT APPLICATION CITY OF ST. GEORGE

City of St. George Special Events
175 E. 200 North
St. George, UT 84770

Phone: (435) 627-4128
Fax: (435) 627-4430
bill.swensen@sgcity.org

Business License Use Only

EVENT NAME: "Arts to Zion" Art and Studio TOUR

Applicant's Name: Bobbi Wan-kier- Founder and coordinator

Organization: Southern Utah Art Guild/SUAG (fiscal sponsor, 501c3)

Mailing Address: P.O. Box 1175 (Arts to Zion) P.O. Box 2421 (SUAG)

City, State, Zip: St George, UT 84771

Day Phone: 435.216.2651

Cell/other: 435.216.2651

E-mail: wcaz@live.com

Event Web Address (if applicable): www.ArtsToZion.com

Alternate contact name: Michael Foot- Chairman, SUAG

Day Phone: 435.672-1710

Cell/other: N/A

E-mail: sunsetframer@infowest.com

EVENT DETAILS (Complete additional event details on page 3 of this form)

LOCATION: City of St George and surrounding Washington County

Location Details/Address: See 2014 map- 2015 map will be provided by Dec 1st, 2014

Headquarters and Silent Auction: St George Chamber of Commerce, 100 E and St George Blvd.

Event	Date(s): January 15-19th, 2015 "Arts to Zion" Art and Studio TOUR	Start time: 10am January 15th, 2015	End time: 3pm January 19th, 2015
Set-up	Date(s): Silent Auction and ticket sales/Art-Z- Monday, Jan. 5th, 2015-Jan. 19th, 2015 Signage set up-Wed. Jan 14th, 2015 St George Chamber of Commerce- Silent auction location	Start time: 10am Mon. Jan. 5th, 2015	End time: 3pm Jan. 14th, 2015 Wed.
Clean-up	Date(s): Signage pick up from streets, and art returned to artists and patrons, Remove Art-Z, and leave St George Chamber office Jan. 20th, 2015	Start time: 10am Jan. 20th, 2015	End time: 5pm Jan. 20, 2015

Is this a recurring event? Yes

If yes; daily, weekly or other? Annual

Is this a Annual Event? Yes

If yes; Same date and Place? Martin Luther King weekend

SPECIAL EVENT PERMIT APPLICATION

EVENT _____ -

Page 2 of 7

TYPE OF ACTIVITY *check all that apply:* ☐ Sporting ☐ 5K ☐ Parade ☐ Festival
☐ Film Production ☐ Vendor Booth ☐ Cycling ☐ 10K ☐ Dance ☐ Block Party
☐ ½ Marathon ☐
☐ Outdoors Sales ☐ Training ☐ Fun Run Other: **XX (Art walk and studio tour)** ☐ ☐ ☐

PARTICIPANTS

Number of participants expected: **75 artists, 23 galleries, 5000 visitors (estimated)**

Number of volunteers/event staff: **120+**

☒ **YES** Open to the Public Open to the Public

☐ Private Group/Party

If event is open to the public, is it: ☐ Entrance Fee/Ticketed Entrance Fee/Ticketed

YES (\$10. ticket

Fee for Participant: **Silent Auction item**

required for home studios and after parties) home studios and a
Event?

SPECIAL EVENT PERMIT APPLICATION

EVENT _____ -

Page 3 of 7

VENDORS/FOOD/ALCOHOL *check all that apply*

<input type="checkbox"/> YES Quantity: 30 000 000		<input type="checkbox"/> products YES (Silent Auction, may be online, for sponsor items, raise money for administration costs. 50% returned to vendors, 50% retained by TOUR)/food
<input type="checkbox"/> away products/services YES (Gift drawings for evaluating "free" portion of TOUR) away products/services		
<input type="checkbox"/> Food	SW Utah Health Dept., (435) 986-2580	
<input type="checkbox"/> given away	<input type="checkbox"/> catered by restaurants/vendors	<input type="checkbox"/> prepared on site
<input type="checkbox"/> Alcoholic Beverages	Utah DABC, (801) 977-6800	
<input type="checkbox"/> beer stands	<input type="checkbox"/> fenced in beer garden	<input type="checkbox"/> liquor sales Bus. Licensing, (435) 627-4740

TENTS/STAGES/STRUCTURES *(include details on site map)*

<input type="checkbox"/> Tents/Pop-up Canopies	Amount: N/A	SG Fire Dept. (435) 627- 4150
	Dimensions: N/A	
<input type="checkbox"/> Temporary Stage	Dimensions: N/A	
Description of Tents/Canopies/Stage, etc.: N/A		

SITE SETUP/SOUND *check all that apply (please include details on site map)*

<input type="checkbox"/> N/A	
<input type="checkbox"/> N/A	(must obtain privately)
<input type="checkbox"/> :N/A	(must obtain privately)
<input type="checkbox"/> : YES if yes, check all that apply	<input type="checkbox"/> : No
<input type="checkbox"/> : No system	Type/Description: None
<input type="checkbox"/> No Open Flame: No	SG Fire Dept. (435) 627- 4150
<input type="checkbox"/> : No	SG Fire Dept. (435) 627- 4150
<input type="checkbox"/> Trash/Recycle bin coordination on site: No	Trash/Recycle bin coordination on site WCSW, (435) 673-2813

ROAD & SIDEWALK USE (ENCROACHMENT PERMITS) *You may begin to coordinate in advance with these contacts*

<input type="checkbox"/> : YES	Location: See signage Map (Dec. 1st, 2014) Directional signage to home studios will be mapped out and submitted by Dec. 1st 2014- same as last year, with some new locations in St George. (please include details on site map)	SG City Public Works Dept., (435) 627-4050
<input type="checkbox"/> NO	Location: No (please include details on site map)	<input type="checkbox"/> Will stay on sidewalks and follow pedestrian laws
<input type="checkbox"/> : No	# of Floats: None	

SECURITY/OTHER

You may begin to coordinate in advance with these contacts:

<input type="checkbox"/> Private Security/Officers	Company name:	# of Personnel:
<input type="checkbox"/> : No	Quantity: None	What kind:
<input type="checkbox"/> : YES (purpose to evaluate TOUR)	SG City Legal Dept. Diana Hamblin, (435) 627-4606	
<input type="checkbox"/> : No Pictures/Videos	<input type="checkbox"/> Other:	

The fourth annual "Arts to Zion" Art and Studio Tour (TOUR) event, to be held January 15-19, 2015 - Thursday, Friday, Saturday, Sunday, Monday (Martin Luther King weekend).

It is a public Art TOUR event that also includes a ticketed (\$10) studio tour of St George artist's home studios similar to the Parade of Homes.

The studios will be only featured on tour during the day from 10-3 pm, leaving the evening for the free public gallery walks and ticketed after parties throughout the extended weekend. (The galleries will have artists-in-residence throughout the weekend that are free to the public, to insure that everyone can participate in meeting with artists.)

In St George, which is the central hub of the TOUR, the kick off event will be a student exhibition at DiFiore Art Center and Dixie State University on Thursday, January 15th from 4-8 pm. We will have temporary studio spaces for student artists who apply to be on the TOUR.

Also on Thursday- Fibonacci Fine Arts Center, Mission Gallery, Authentique Gallery, Split Rock Gallery will have after parties featuring their "star" artists performing to music in St George from 8- 9:30 pm.

On Friday, January 16th, a free public gallery walk in downtown St George 4-8 pm. Also on Friday, another after party at "13th and Park Art Space" in the St George Industrial Park will feature a Masquerade Ball, and have live music, and several large professional studios that are normally closed to the general public. This after party will be held 8-10 pm.

During these events, Downtown sponsors will offer discounts for ticket holders, for hotel accommodations and for food and drink, so tour-goers will have a great value for their \$10 investment in their ticket, and downtown merchants will be advertised as TOUR sponsors.

On Saturday, January 17th, the public will be directed to Springdale from 6-8 pm for the East hub gallery walk and they will host an after party from 8-10pm.

On Sunday, January 18th, the public will return to the St George area, and visit a gallery walk in the Kayenta Art Village from 10-4 pm.

On Monday, January 19th from 1-5 pm the public will be directed to the Silver Reef Cosmopolitan, in Leeds, UT. There we will feature a book-signing and demonstration by artists that participated in a book published by the St George Art Museum, The "Legacy"... , artists Roland Lee, Del Parson, Jodi McGregor, Annette Everett to name a few. We will promote the St George Art Museum, Silver Reef Museum by combining this book signing event (a book-signing at the St George Art Museum is in the works for Friday night during St George Gallery Walk).

This will be the conclusion of the "Arts to Zion" TOUR 2015.



JANUARY 17th - 20th, 2014
Martin Luther King Weekend

Friday 17: 10am-6pm
 Saturday 18: 10am-6pm
 Sunday 19: 1pm-6pm
 Monday 20: 10am-6pm

(see ArtsToZion.net for map)

Washington County's 3rd Annual Self-Guided Tour of Art,
 Galleries, Artist Studios, Art Venues,
 Demonstrations & Silent Auction

**ART AVAILABLE
 FOR PURCHASE**

Free Tickets and Maps...

ArtsToZion.net

Student Exhibition at Diffie Center for the Arts
 & Dixie State University



Facebook.com/ArtsToZionStudioTour



Utah Division of
ARTS & MUSEUMS

ST. GEORGE

ARTS TO ZION
 SOUTHERN UTAH
 ART GUILD

23. **Paul B. Jensen** *Cloud Shadow*
 2000 Canyon Dr. - St. George, UT 84701 • (435) 698-8320
 Paul Jensen
24. **Mark Adams** *Photography - 13th and Park Art Space*
 459 N 1300 E - St. George, UT 84701 • (435) 698-1216
 Mark Adams • Jay Adams
25. **Glen Jeff** *Art & Design*
 400 N 1300 E - St. George, UT 84701 • (801) 817-0944
 Glen Jeff
26. **Florence** *Five Art - Ticket Sales Location*
 1455 S. Black Ridge Dr. - St. George, UT 84701 • (435) 656-3377
 Florence • Jeff Adams
27. **Neil Larson** *Cloud Shadow*
 2770 Main St. - St. George, UT 84701 • (435) 443-7004
 Neil Larson
28. **Bonnie Conrad**
 2824 Woodbury Dr. - St. George, UT 84701 • (435) 629-0030
 Bonnie Conrad
29. **Lisa Weber**
 4714 Woodbury Dr. - St. George, UT 84701 • (435) 251-8929
 Lisa Weber
30. **Anne Bonham**
 2897 Palm Dr. - St. George, UT 84701 • (435) 817-7469
 Anne Bonham
31. **David Clarke**
 2533 N 1700 S - St. George, UT 84701 • (435) 665-2322
 David Clarke

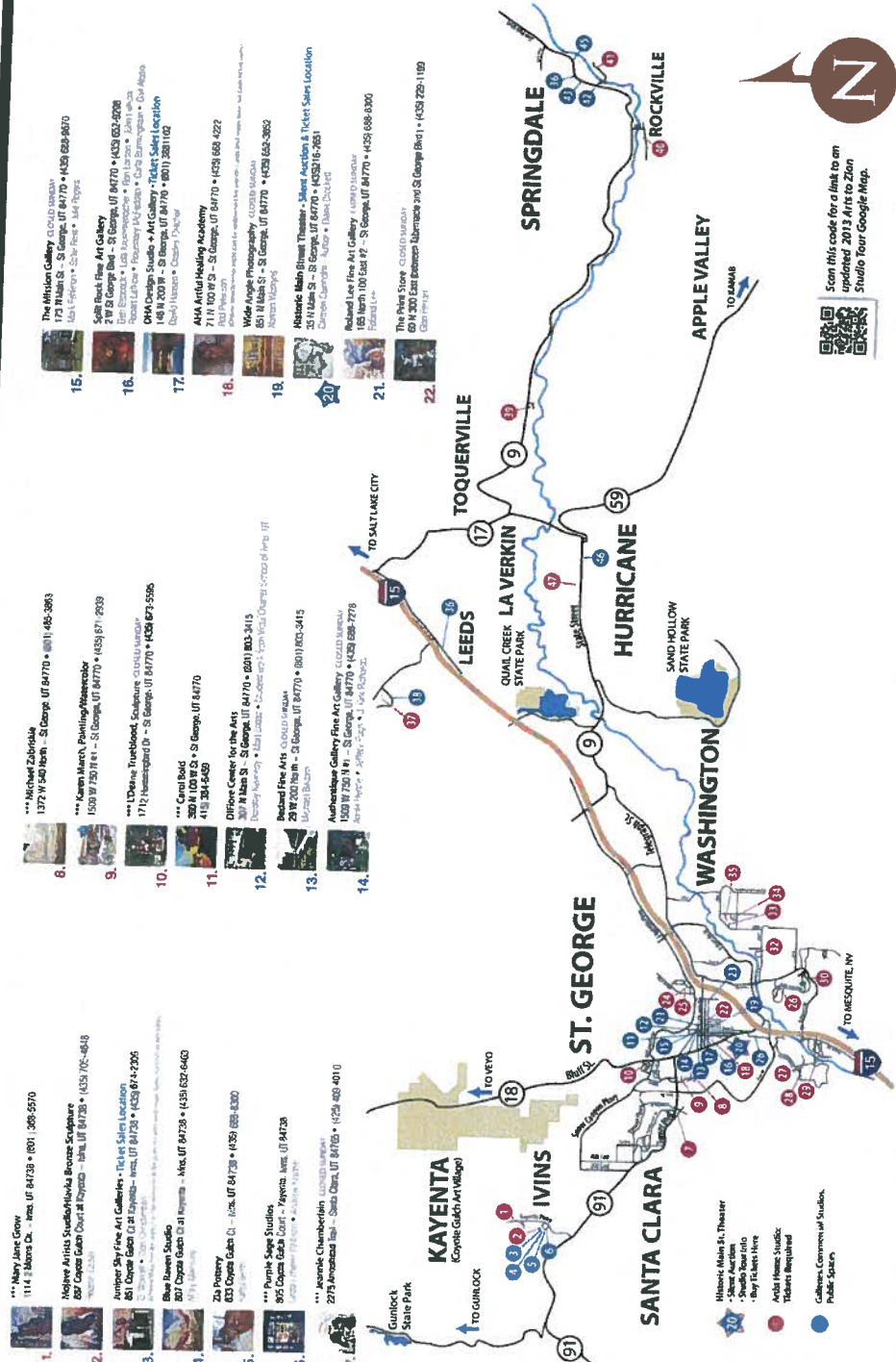


ArtsToZion.net
 SouthernUtahArt.com



Facebook.com/ArtsToZionStudioTour

32. **Paul B. Jensen** *Cloud Shadow*
 2000 Canyon Dr. - St. George, UT 84701 • (435) 698-8320
 Paul Jensen
33. **Kristin Boller**
 2286 Canyon Dr. - Washington, UT 84780 • (435) 637-8154
 Kristin Boller
34. **Jay Crenshaw**
 454 N. Howard St. - Washington, UT 84780 • (435) 756-5372
 Jay Crenshaw
35. **Michelle Montague**
 353 W. River Valley Ln. - Washington, UT 84780 • (435) 697-0904
 Michelle Montague
36. **Nancy Montague**
 45 N. Howard St. - Washington, UT 84780 • (435) 697-2254
 Nancy Montague
37. **Amy Anderson**
 2000 Main Park Rd. - Leids, UT 84716 • (435) 616-1153
 Amy Anderson
38. **Steve Ruff** *Contemporary Ticket Sales Location*
 8103 Main St. - Leids, UT 84716
 Steve Ruff
39. **Deb Dutton**
 803 Doyle Gulch Dr. - Leids, UT 84716 • (435) 635-1576
 Deb Dutton
40. **David Clarke**
 1455 East Canyon Rd. - Leids, UT 84716 • (435) 665-2322
 David Clarke
41. **Tolkeny Pottery**
 1715 Canyon Springs Dr. - Springdale, UT 84707 • (435) 772-0555
 Tolkeny Pottery
42. **Jeffery Gallery**
 1714 Zion Park Blvd. - Springdale, UT 84707 • (435) 772-0641
 Jeffery Gallery
43. **DeZion Gallery**
 1531 Zion Park Blvd. - Springdale, UT 84707 • (435) 694-8488
 DeZion Gallery
44. **Jeff Clark & Design**
 832 Zion Park Blvd. - Springdale, UT 84707 • (435) 632-8429
 Jeff Clark & Design
45. **Worthington Fine Art Gallery** *Ticket Sales Location*
 780 Zion Park Blvd. - Springdale, UT 84707 • (435) 772-3446
 Worthington Fine Art Gallery
46. **Day Productions**
 545 N. State St. - Hurricane, UT 84737 • (435) 698-8300
 Day Productions
47. **Dillion March**
 2831 W. 75th N. - Hurricane, UT 84737 • (435) 715-3078
 Dillion March



1. Mary Jane Grew
114 S. Main St. - St. George, UT 84738 • (801) 366-5570
2. Mojave Artists Studio/Alaska Bronze Sculpture
800 Capitol Court - St. George, UT 84738 • (435) 792-4818
3. Andrew Shaw Fine Art Galleries - Ticket Sales Location
861 Capitol Court - St. George, UT 84738 • (435) 814-2206
4. Blue Raven Studio
801 Capitol Court - St. George, UT 84738 • (435) 632-6402
5. Zia Pottery
633 Capitol Court - St. George, UT 84738 • (435) 632-8300
6. Purple Sage Studios
805 Capitol Court - St. George, UT 84738 • (435) 632-8300
7. Janine Chamberlain
273 Avenida - St. George, UT 84738 • (435) 469-4010

8. Michael Zabriskie
127 N. 5th St. - St. George, UT 84770 • (435) 383-3833
9. Karen Marsh, Painting/Watercolor
1500 W. 750th St. - St. George, UT 84770 • (435) 671-2939
10. 12th Ave. Thrift/Book, Sculpture, Closed Sunday
1712 Washington St. - St. George, UT 84770 • (435) 673-5595
11. Carol Reed
300 N. 100th St. - St. George, UT 84770 • (435) 384-4459
12. Offroad Center for the Arts
307 N. Main St. - St. George, UT 84770 • (801) 803-3415
13. Redwood Fine Arts
29 N. 200th St. - St. George, UT 84770 • (801) 803-3415
14. Anderson Fine Art Gallery - Closed Sunday
1500 W. 750th St. - St. George, UT 84770 • (435) 698-7278

15. The Mission Gallery - Closed Sunday
173 N. Main St. - St. George, UT 84770 • (435) 628-8670
16. Salt Rock Fine Art Gallery
2 N. St. George Blvd. - St. George, UT 84770 • (435) 652-4298
17. OMA Art Studio - Ticket Sales Location
1408 N. 200th St. - St. George, UT 84770 • (801) 383-1102
18. AKA Artist Meeting Academy
17 N. 100th St. - St. George, UT 84770 • (435) 658-4222
19. Wide Angle Photography
851 N. Main St. - St. George, UT 84770 • (435) 655-3953
20. Historic Main Street Theater - Ticket Sales Location
25 N. Main St. - St. George, UT 84770 • (435) 655-3953
21. Redwood Fine Art Gallery - Closed Sunday
1500 W. 750th St. - St. George, UT 84770 • (435) 698-7278
22. The Pearl Store - Closed Sunday
65 N. 200th East Between Main and St. George Blvd. - St. George, UT 84770 • (435) 225-1189

Scan this code for a link to an updated 2013 Arts to Zion Studio Tour Google Map.

DRAFTAgenda Item Number : **6C**

Request For Council Action

Date Submitted 2014-12-08 11:58:41**Applicant** Planning Commission**Quick Title** Planning Commission Report from meeting on Dec 9, 2014**Subject** Consider the Planning Commission report from the meeting on December 9, 2014.

Discussion Planning Commission had several items on the agenda. Two of the items for the City Council will be setting public hearing dates. Subdivision applications included a final plat, lot split, one lot subdivision, lot line adjustment, and a preliminary plat. Also on the agenda, is a Conditional Use Permit for a offsite expansion for Monster Storage at 999 South Main. The CUP is also listed separately on the agenda.

Cost \$0.00

City Manager Recommendation Setting of public hearings and plat approvals. A lot of time was spent on the general plan amendment on property owned by PRI on south side of the Virgin River adjacent to new Mall Drive street. Proposal was pared down to Commercial designation with all opposition from residents being from Washington City. Changes to the density for housing and proposed Administrative and Professional designations will go back to PC for further discussions.

Action Taken**Requested by** John Willis**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

**CITY OF ST. GEORGE
WASHINGTON COUNTY, UTAH**

PLANNING COMMISSION REPORT: DECEMBER 09, 2014
CITY COUNCIL MEETING: DECEMBER 18, 2014

1. **PUBLIC HEARINGS TO BE ADVERTISED FOR JANUARY 8, 2015**

- A. Consider a **General Plan Amendment** from LDR (Low Density Residential), MDR (Medium Density Residential), and COM (Commercial) to COM (Commercial) on approximately 24.4 acres. The property is generally located between 3000 East Street and Mall Drive. This is to support future commercial and retail development. The applicant is Suburban Land Reserve, Inc. and the representative is Mr. Dan McCay. Case No. 2014-GPA-006. (Staff – John Willis).
- B. Consider a zone change amendment request to retain a 4,592 sq. ft. building, to demolish an existing 6,690 sq. ft. building, and to construct a 14,558 square foot building addition on property zoned PD-C (Planned Development Commercial). The project site will expand from 1.792 acres to 2.623 acres. The property is located north of 1600 South Street and east of Black Ridge Drive. The applicant is **Dealer Collision** and the representative is Mr. Reid Pope, L.R. Pope Engineering. Case No. 2014-ZCA-015. (Staff – Ray S.).

2. **LOT LINE ADJUSTMENT (LLA)**

Consider the approval of a lot line adjustment between two existing lots for “**Dealer Collision / Ideal Automotive.**” The representative is Mr. Reid Pope, L.R. Pope Engineering. The property is zoned PD-C (Planned Development Commercial) and is located at 184 West 1600 South Street (between 1470 South and 1600 South Street on the east side of Black Ridge Drive). Case No. 2014-LRE-018 (Staff – Todd J.)

3. **FINAL PLAT (FP)**

Consider approval of an a seven (7) lot residential subdivision for “**Meadow Valley Estates Phase 4.**” The representative is Mr. Brad Petersen, Development Solutions. The property is zoned RE-12 (Residential Estate 12,000 square foot minimum lot size) and is located at the east end of Mountain Ledge Drive (at approximately 2500 East and 2900 South, in the Little Valley area). Case No. 2014-FP-027. (Staff – Todd J.).

4. **LOT SPLIT (LS)**

Consider approval of a lot split for existing “**Lot 127 of the Ft Pierce Business Park.**” The representative is Mr. Michael Draper, Rosenberg Associates. The property is zoned M-1 (Industrial) and is located at 631 Commerce Drive. Case No. 2014-LRE-016. (Staff – Todd J.).

5. **ONE LOT SUBDIVISION**

Consider approval of a “**One Lot Subdivision**” by means of a metes and bounds description. The representative is Mr. Todd Jacobsen, City of St George. The property is zoned R-1-12 (Single Family Residential 12,000 square foot minimum lot size) and is located across the street to the east of Little Valley Elementary School (at approximately 2350 East and Horseman Park Drive). Case No. 2014-LRE-017. (Staff – Todd J.).

6. **PRELIMINARY PLAT (PP)**

Consider approval of a preliminary plat for “**Hyde-Berry Park**” a twenty-seven (27) lot residential subdivision. The representative is Mr. Rob Reid, Rosenberg Associates. The property is zoned R-1-10 (Single Family Residential, 10,000 square foot minimum lot size) and is located between Marigold Way and 1470 South Street. Case No. 2014-PP-034. (Staff – Wes J.)

7. **CONDITIONAL USE PERMIT (CUP)**

Consider a request for a Conditional Use Permit to operate an offsite expansion of the Monster Storage facility (*located at 227 W 700 S*) by establishing a two acre (2 ac.) fenced overflow area for **RV, automobile, pick-up, and boat storage parking facility** at 999 South Main Street. The property is zoned C3 (General Commercial). The applicant is Mr. Denis Lyman. Case No. 2014-CUP-023 (Staff – Ray S.)

PCR ITEM 2

Lot Line Adjustment

PLANNING COMMISSION AGENDA REPORT: 12/09/2014
CITY COUNCIL MEETING: 12/18/2014

LOT LINE ADJUSTMENT

Dealer Collision / Ideal Automotive

Case No. 2014-LRE-018

Request: Approval of a Lot Line Adjustment between two existing Lots

Representative: Ried Pope, L.R. Pope Engineering
1240 East 100 South #15-B
St. George, UT 84790

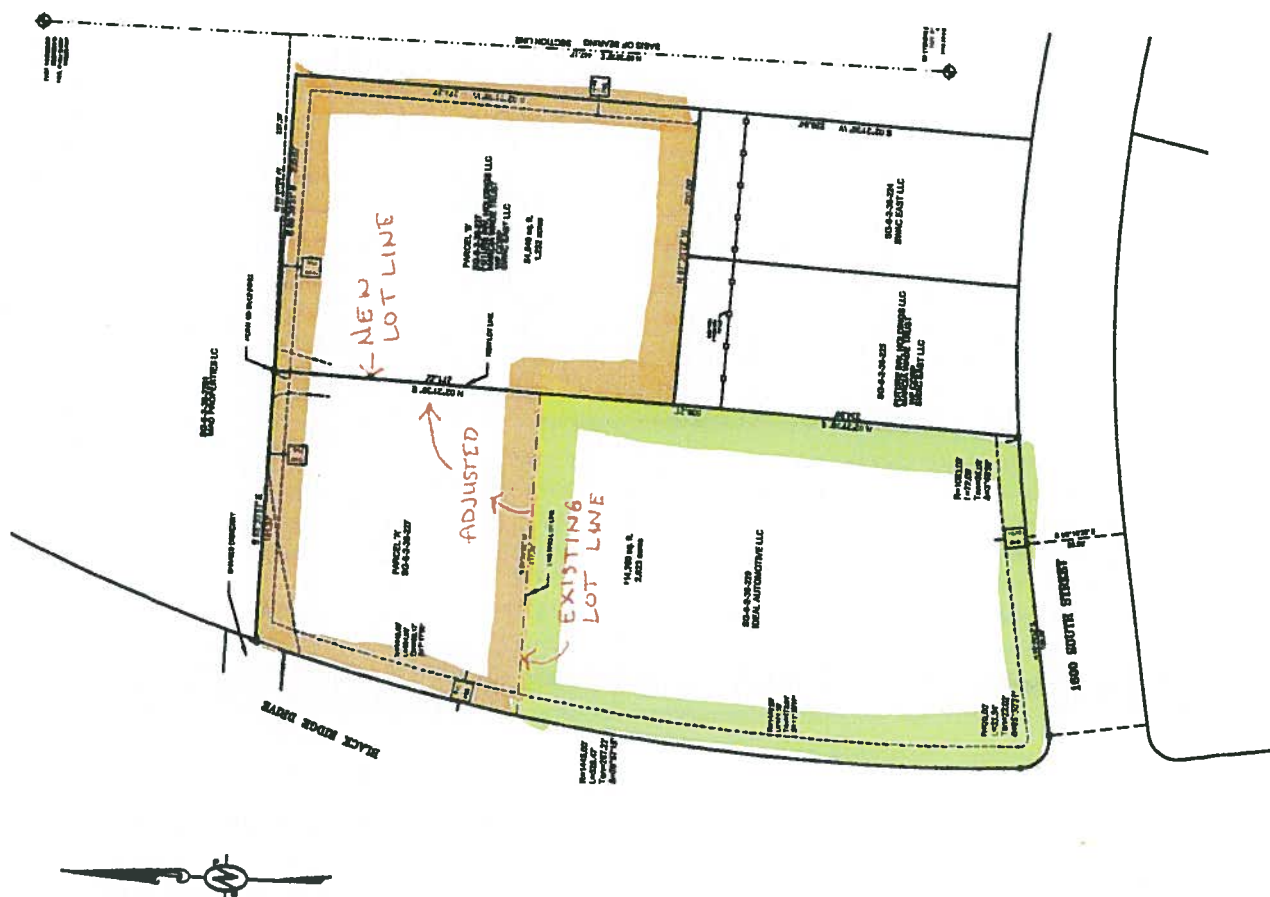
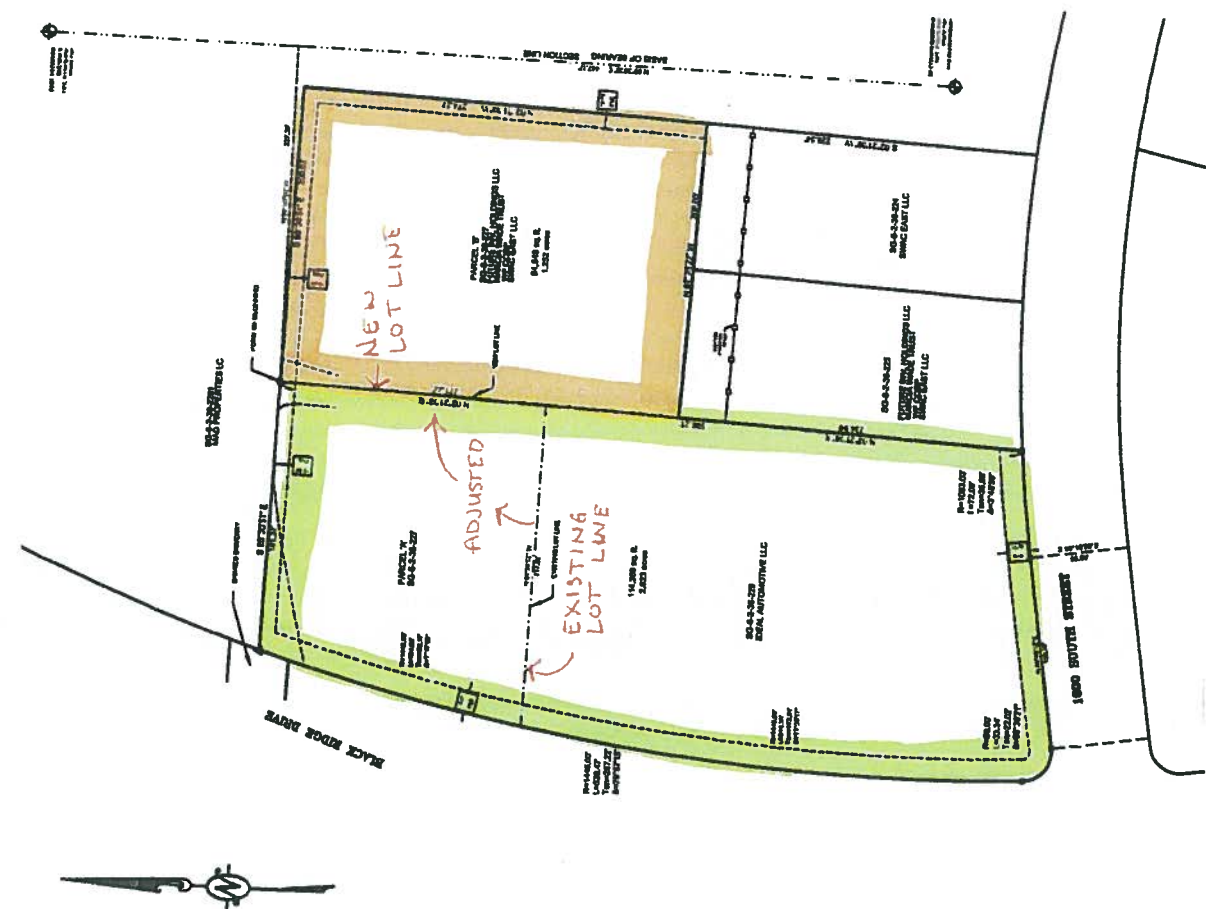
Property: Located at 184 West 1600 South St. (between 1470 South St. and 1600 South St. on the east side of Black Ridge Drive)

Zone: PD-C

Staff Comments: The purpose of this Lot Line Adjustment is to allow the construction of an addition to an existing building to proceed and meet City Ordinance.

All aspects of this One Lot Subdivision were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the conditions and approvals.

P.C.: The Planning Commission recommends approval of this One Lot Subdivision by meets and bounds subject to Legal Approval.



PCR ITEM 3

Final Plat

PLANNING COMMISSION AGENDA REPORT: 12/09/2014
CITY COUNCIL MEETING: 12/18/2014

FINAL PLAT

Meadow Valley Estates Phase 4

Case No. 2014-FP-027

Request: Approval of a 7 Lot Residential Subdivision Final Plat

Representative: Brad Petersen, Development Solutions
120 East St. George Blvd, Suite #300
St. George, UT 84770

Property: Located at the east end of Mountain Ledge Drive (at approximately 2500 East and 2900 South, in the Little Valley Area)

Zone: RE-12

Staff Comments: All aspects of this Final Plat were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the conditions and approvals.

P.C.: The Planning Commission recommends approval subject to Legal Approval.

PCR ITEM 4

Lot Split

PLANNING COMMISSION AGENDA REPORT: 12/09/2014
CITY COUNCIL MEETING: 12/18/2014

LOT SPLIT

Lot 127 of the Fort Pierce Business Park

Case No. 2014-LRE-016

Request: Approval of a Lot Split of an existing Lot

Representative: Micheal Draper, Rosenberg Associates
352 E. Riverside Drive #A2
St. George, UT 84790

Property: Located at 631 Commerce Drive

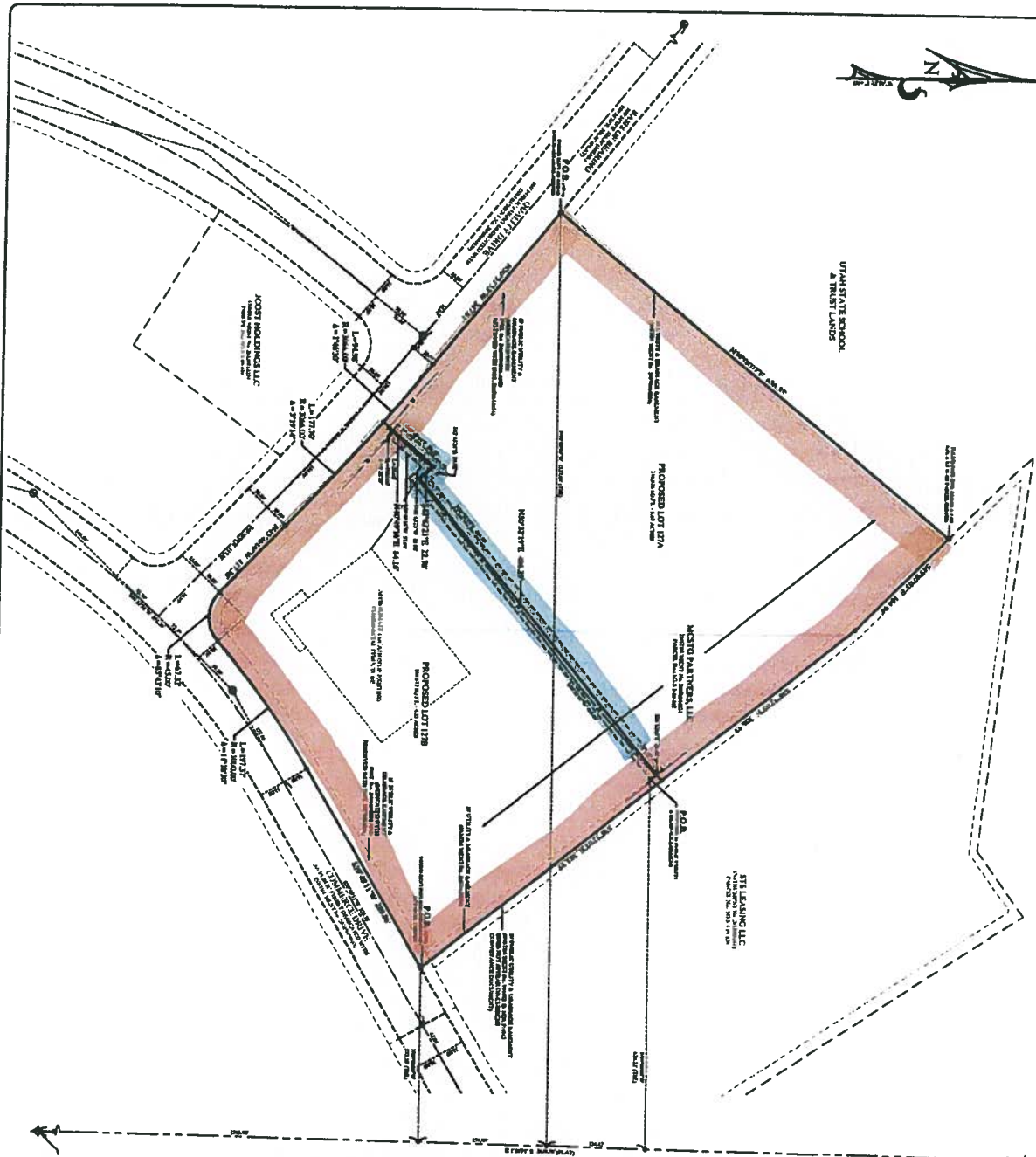
Zone: M-1

Staff Comments: The purpose of this Lot Split is to make better use of the property and allow another building to be build.

FYI – This was approved by the Ft. Pierce Industrial Park Owner's Association on March 31, 2014

All aspects of this Lot Split were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the conditions and approvals.

P.C.: The Planning Commission recommends approval subject to Legal Approval.



CLARENCE BERTHOUD, 17 44 00 00
1200 WOODS OF BOWLING GREEN, 10 N 20 E,
BOX 11, LAKESIDE PARK AND RECREATION
BLVD, 100, 200

DATE	07-20-14
BY	ECG-14
BY/PT	BA R/L
REPROCESSED	BA R/L
FILE	1-402
DATE	07-20-14

PCR ITEM 5

One Lot Subdivision

PLANNING COMMISSION AGENDA REPORT: 12/09/2014
CITY COUNCIL MEETING: 12/18/2014

ONE LOT SUBDIVISION

Washington County Library Site

Case No. 2014-LRE-017

Request: Approval of a One Lot Subdivision by meets and bounds description

Representative: Todd Jacobsen, City of St. George
175 East 200 North
St. George, UT 84770

Property: Located across the street to the east of Little Valley Elementary School
(at approximately 2350 East and Horseman Park Drive)

Zone: R-1-12

Staff Comments: The City's land use authority can approve a subdivision of 10 lots or less without a plat, pursuant to City Code § 11-4-5 and Utah Code § 10-9a-605(1). The City proposes a one lot subdivision of property located at Horseman's Park Drive, and between 2350 East and Sullivan Lane. The City Council has approved the proposed sale of this property to Washington County for use as a library, by Resolution No. 2014-10-003R (attached). Approval of a subdivision of 10 lots or less is accomplished by the following procedure:

1. A metes and bounds description identifies the subdivision property for recording with the County Recorder's office (see attached description),
2. A Certificate of Written Approval by the land use authority is attached to the metes and bounds description at the time of recording (i.e. a proposed Resolution adopting a Certificate of Written Approval will be prepared for City Council),
3. Notice is given of the proposed subdivision if required by City ordinance, and in this case notice of this meeting has been given, but no additional notice is required,
4. The property does not require dedication of a public street at this time, because the property has public street access on Horseman's Park Drive, and 2350 East St. The improvements for said streets will be completed by Washington County,
5. The proposed subdivision has been approved by the culinary water authority and the sanitary sewer authority,
6. The property is located in a zoned area, in this case it is zoned R-1-12, which allows use of the property for a library as was approved by City Council on October 16, 2014, and
7. The property conforms to applicable land use ordinances.

P.C.: The Planning Commission recommends approval subject to Legal Approval.



Aerial - vicinity - Library site - L.V.

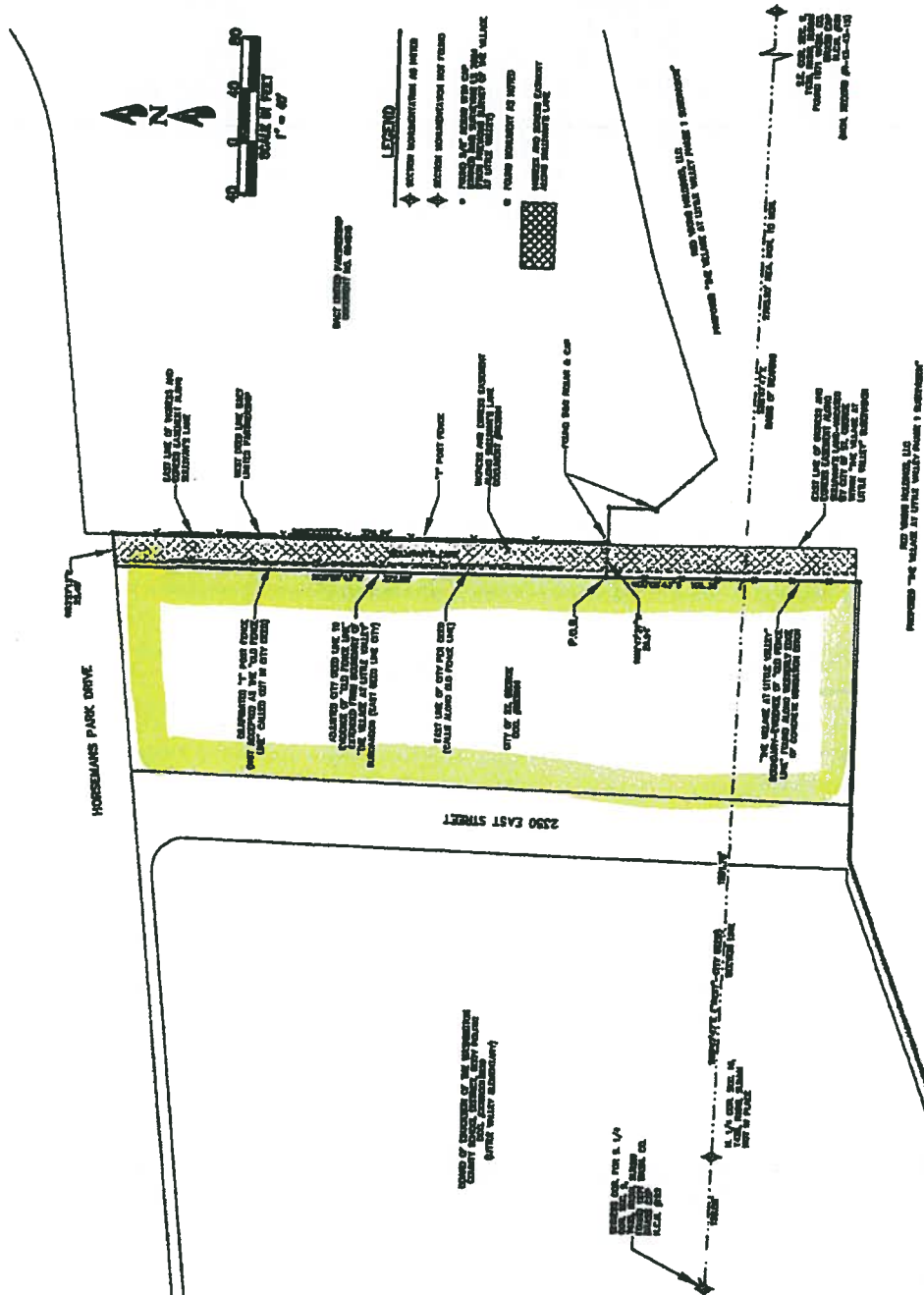
Made by the City of St. George GIS Department
SGCityMaps - <http://maps.sgcity.org/sgcitymaps>

December 3, 2014

[illegible][illegible][illegible]

W. & J. SURVIVANT
 1000 PINE STREET
 PHOENIX, ARIZONA 85001

LOCATION:
 1000 PINE STREET
 PHOENIX, ARIZONA 85001





Zoning - vicinity - Library site - L.V.

Made by the City of St. George GIS Department
SGCityMaps - <http://maps.sgcity.org/sgcitymaps>

December 3, 2014

PCR ITEM 6

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT:
CITY COUNCIL MEETING:

12/09/2014
12/18/2014

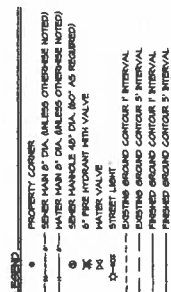
PRELIMINARY PLAT
Hyde-Berry Park
Case No. 2014-PP-034

- Request:** A request to approve a 27 lot residential subdivision.
- Location:** The property is located between Marigold Way and 1470 South Street
- Property:** 11.9 acres
- Number of Lots:** 27
- Density:** 2.3 dwelling units per acre
- Zoning:** R-1-10
- Adjacent zones:** North – RE-12.5
East – R-10
South – PD-R
West – RE-12.5
- Applicant:** Rosenberg Associates
- Engineer:** Rob Reid
- LOMR:** A LOMR (Letter of Map Revision) was received from FEMA and delivered by Rosenberg Associates. It's on file in the project's case file in the Planning Department (8 page document). The LOMR supports residential development at this location.
- Comments:**
1. Recently the City Council approved a zone change for this same site (Ref. Case No. 2014-ZC-011).
 2. This plat is in harmony with the General Plan and zoning of the area.

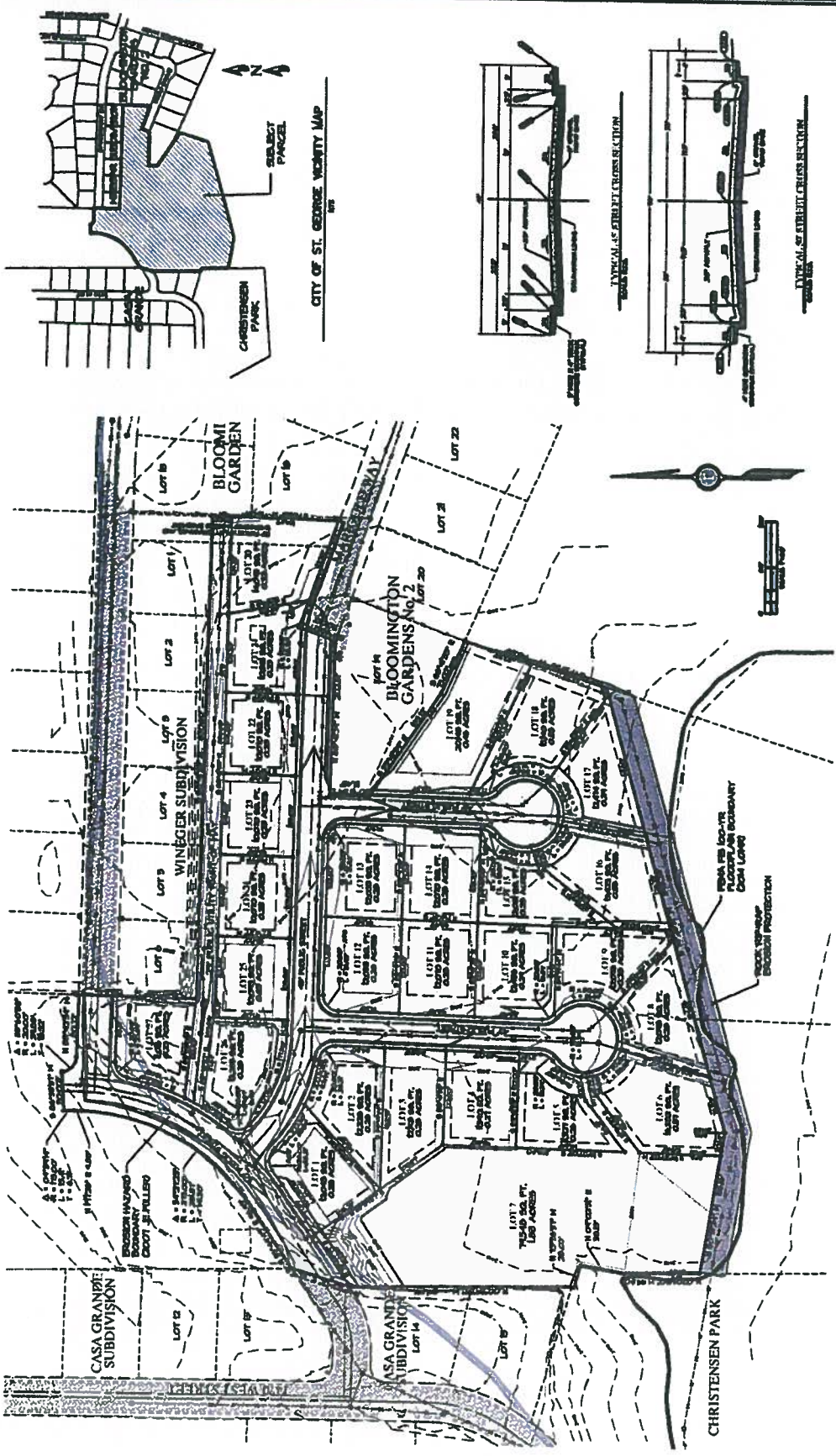
P.C.:

The Planning Commission recommends approval with the following comments:

1. **Lot 7** (*largest lot – 1.83 acres*) shall be allowed to have a 'secondary access' between lots 5 & 6 (approx. 15 ft wide) for occasional access to a shop, or for an RV, etc. The primary access shall be off of the 50 ft. R.O.W. street to the north of the lot.
2. **Lot 1** has a 35 ft. easement (for sewer & drainage).
3. **Lot 19** (of the Bloomington Gardens No. 2 subdivision) needs to have a resolution of the road R.O.W. on the north & west side.
4. Along the north side of **Lots 20 thru 25** there is a 25 ft. easement (for sewer).
5. The Preliminary Plat is subject to Legal Approval.



DATE	10/1/88
BY	ROSENBERG ASSOCIATES
CHECKED	
APPROVED	
PROJECT	HYDE-BERRY PARK SUBDIVISION
LOT	1
SHEET	1



PRELIMINARY PLAN OF
HYDE-BERRY PARK
SUBDIVISION
ALL LOTS TO BE DEVELOPED BY THE
OWNER OF THE LOTS AND NOT BY THE
CITY OF ST. GEORGE

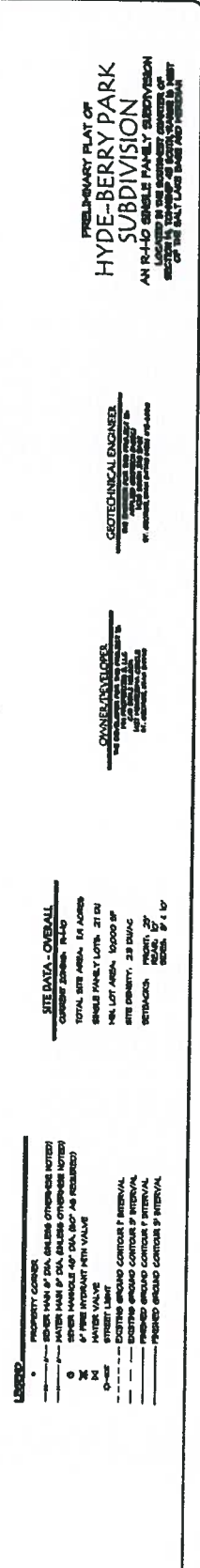
CITY OF ST. GEORGE
CITY ENGINEER
10/1/88

ENGINEER/PLANNER
10/1/88

SITE DATA - OVERALL
TOTAL AREA: 14.00 ACRES
SUBDIVISION AREA: 14.00 ACRES
TOTAL LOT AREA: 14.00 ACRES
TOTAL LOT AREA: 14.00 ACRES
TOTAL LOT AREA: 14.00 ACRES

PROPERTY OWNER
10/1/88

10/1/88



DRAFTAgenda Item Number : **6D**

Request For Council Action

Date Submitted 2014-12-08 12:23:54**Applicant** Mr. Denis Lyman**Quick Title** CUP for open storage RV yard**Subject** Consider a request for a Conditional Use Permit to operate an offsite expansion of the Monster Storage facility by establishing a two acre (2 ac.) fenced overflow area for RV, automobile, pick-ups, and boat storage parking facility at 999 South Main Street.**Discussion** The applicant is proposing to use the site as overflow for the existing location, which is located at 227 West 700 South. The site will generally consist of outside storage, similar to a large parking lot. However, it will be screened and required to meet the landscape standards for commercial projects. No building or canopy structures are being proposed on the site at this time. The PC only had a minimum quorum of 4 members present for this item. Two motions were made, each of which failed (3:1) to recommend approval. Conditions were recommended by the PC which included solid screening on the north, south, and west property lines, to install landscaping to today's standards, and to paint the existing wall on Main Street an earth tone. This item is progressing forward to the City Council without a recommendation from PC. Staff will provide detail in the staff report.**Cost** \$0.00**City Manager Recommendation** PC had concerns about the landscaping width on Main. Comes from the PC without recommendation.**Action Taken****Requested by** John Willis**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

PCR ITEM 7

RV Storage Yard

PLANNING COMMISSION AGENDA ITEM: 12/09/2014
CITY COUNCIL MEETING: 12/18/2014

Monster Storage – RV Yard – 999 S Main
Case No. 2014-CUP-023

Request: A request to establish an open storage RV yard (*to include RV's, automobiles, trucks, and boats*)

Applicant: Mr. Denis Lyman

Location: 999 South Main Street

Zoning: C-3 (General Commercial)

Site: Vacant 2 acre parcel; portion of former lumber business.

APN: SG-5-2-31-4349

Setbacks: The minimum setback requirements in the C-3 zone are:
Front – 20 ft.
Side – 10 ft.
Rear – 10 ft.

Staff Comments: Overflow Site: The purpose of this CUP is to allow the applicant to establish an offsite overflow RV storage yard on Main Street for his existing 'Monster Storage' facility at 700 South & Bluff Street.

Building: No structures or buildings are proposed on the site.

Wall & Fence: There is an existing masonry fence with ornamental iron inserts the full length of the property along Main Street (see attached photos). The applicant proposes to replace the open areas on Main Street with CMU Block and to place new six foot ornamental fencing (open) on the remaining three sides (*PC recommends a solid fencing instead*).

Note: Section 10-18-2 prohibits a 6 ft. fence from placement in front setback area.

Note: Section 10-18-5.F allows certain developments such as this to have a minimum fence setback of 10 ft (not the standard 20 ft. of the C3 zone as in 10-18-2 above).

Storage Items: The applicant proposes the storage yard would hold RV's, automobiles, trucks, and boats.

Management: The offsite location would be managed by the office at Monster Storage.

Landscaping: Originally the applicant proposed pine trees along Main Street, but after working with staff and his engineer the proposal was modified to instead include street trees compatible with the approved street tree list. The applicant had envisioned similar plant materials as used for Monster Storage and has provided photos of pine trees and oleanders. The PC may want to discuss the use of oleanders.

Security: Its proposed by the applicant to install a camera security system with a lock gate system.

Pavement: The majority of the site already has pavement (see site plan).

Parking: The applicant proposes 145 parking spaces to be on site.

Notice: Notice letters were sent to property owners within a 300 ft. radius and notice was posted in four (4) public places [on the City website, State website, and on two (2) bulletin boards in the City].

Ordinance(s): Listed under Section 10-10-2 "Permitted Uses," under the category of 'Service businesses . . .' is RV storage.

Service businesses, including the following and similar uses:		C1	C2	C3	C4
	RV storage	N	C	C	N

Issues: Landscaping
The site will need to comply with approved landscape materials, which includes approved street trees, shrubs, and ground cover in a landscape strip along Main Street as required in the Street Tree ordinance. Note that the existing Monster Storage has been allowed to use the pine trees and oleanders due to the site location and layout and because they are not on a designated major street. The site plan includes a conceptual landscape plan.

Building

The PC felt the site does not require a permanent building. Note that the site was not considered as being 'similar to' a car dealership (as outlined under Section 10-10-5.H - which requires a building) because the PC and staff believe that an RV storage facility isn't similar to a car dealership for the purpose of requiring an on-site sales office because a storage yard is not selling vehicles and only periodically do the vehicles come and go.

Screening

The site should have complete screening along Main Street. Note that currently RV's are visible from Bluff Street at the covered RV parking facility adjacent to Monster Storage, but they are not on a major street and the City Council conditioned them to be screened by landscaping (which is not yet mature and not yet effective). However, on a major street such as Main Street, solid screening material should be provided as a condition (not see through wrought iron as proposed). Along the other three sides, open fencing is permitted, but can be conditioned to be solid as necessary for mitigating aesthetics per Finding 'D' (see below).

Storage

The commercial code (Section 10-10-2 "Permitted Uses") lists only RV. Should the storage of automobiles, trucks, boats, be determined through this CUP? The PC discussed what may be permitted on this site and felt the storage of boats, cars, and small trucks similar are acceptable to the primary RV storage. Also, the PC stated that 'trucks' does not include semis or semi-trailers.

Canopies

No canopies have been proposed for the storage yard.

Off Site Parking Lot

The PC felt that Section 10-10-5.M "Automobile Parking Lot" does not apply to this request.

P.C.:

After a very lengthy discussion, the PC made two motions, but each one failed to have a unanimous vote (*note: only a minimum quorum of 4 commissioners was available at the time this item was heard and a unanimous vote was required to be able to provide a recommendation to council*). Thus, this item comes to the council without a unanimous PC recommendation.

Motion #1 by Commissioner Fisher

A motion to recommend approval with the conditions that:

1. Pavement shall be installed on the unpaved westerly portion of the site.
2. Solid wall / fencing shall be placed on all 4 sides (*specific material should be specified by council*).
3. Landscaping shall meet current standards (per Title 10 Chapter 25) (*including approved street trees at minimum 30 ft. spacing and 50% live vegetation*).
4. **The fence on Main Street shall be relocated back from existing 13 feet to 20 feet.** To provide sufficient foliage and to make the wall less noticeable to traffic along Main Street.
5. The hours of operation are resolved by a gated security system as proposed.
6. The color of the wall / fencing shall be earth tone (not white).
7. No noise will be generated on site; no repairs shall be permitted.
8. All fluids will be contained to avoid any environmental issues or hazards.
9. With comments and findings proposed by staff

Vote: 3:1 (Motion failed - Commissioner Taylor = Nay)

Motion #2 by Commissioner Buehner

A motion to recommend approval with conditions identical to Commissioner Fisher's except for item #4:

1. Pavement shall be installed on the unpaved westerly portion of the site.
2. Solid wall / fencing shall be placed on all 4 sides (*specific material should be specified by council*).
3. Landscaping shall meet current standards (per Title 10 Chapter 25) (*including approved street trees at minimum 30 ft. spacing and 50% live vegetation*).
4. **The existing fence on Main Street shall remain at 13 feet.**
5. The hours of operation are resolved by a gated security system as proposed.
6. The color of the wall / fencing shall be painted an earth tone (not white).
7. No noise will be generated on site; no repairs shall be permitted.
8. All fluids will be contained to avoid any environmental issues or hazards.
9. With comments and findings proposed by staff.

Vote: 3:1 (Motion failed - Commissioner Fisher = Nay)

Findings: The following standards must be met to mitigate the reasonably anticipated detrimental effects **if imposed** as a condition of approval:

Yes	N/A	Category	Description
No noise is anticipated from RV storage	X	A. Noise	1. Excessive noise (unwanted or undesired sound) can cause serious impacts to health, property values, and economic productivity. Conditional uses shall not impose excessive noise on surrounding uses. "Excessive noise" generally means noise that is prolonged, unusual, or a level of noise that in its time, place and use annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others.
No dust is anticipated to be generated from RV storage	X	B. Dust	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious dust beyond the property line.
No odors are anticipated to be generated from RV storage.	X	C. Odors	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious odors beyond the property line.
Visual screening and approved landscaping shall be used to mitigate aesthetics. Solid fence material is needed to mitigate visual impacts. Earth tone coloring shall compliment the natural environment.		D. Aesthetics	1. Blend harmoniously with the neighborhood so the use does not change the characteristics of the zone and the impact of the use on surrounding properties is reduced.
	X	E. Safety	1. Take the necessary measures to avoid or mitigate any safety problems created by the use, including problems due to traffic, rock fall, erosion, flooding, fire, hazardous materials, or related problems. 2. Uses shall not locate within the 100-year floodplain as identified by FEMA unless expressly recommended by the city engineer in conformance with city engineering standards and all state, local and federal laws.

	X	F. Traffic	<p>1. Traffic increases due to the conditional use shall not cause streets or nearby intersections to fall more than one grade from the existing level of service grade or fall below a level of service "D".</p> <p>2. Uses shall follow city access management standards and not create hazards to other drivers or pedestrians.</p>
No structures are proposed	X	G. Height	<p>1. Buildings shall fit into the overall context of the surrounding area.</p> <p>2. Photo simulations are required showing all sides of the building(s) and showing how the building fits into the surrounding area to include not less than five hundred feet (500') in all directions from the building and including its relationship to nearby ridges, hills, and buildings.</p>
Card gated system	X	H. Hours of Operation	<p>1. Nonresidential uses operating in proximity to or within a residential zone shall limit hours of operation so as not to disturb the peace and quiet of the adjacent residential area.</p>
	X	I. Saturation / Spacing	<p>1. To the extent feasible, nonresidential uses allowed in residential zones as conditional uses shall be dispersed throughout the community rather than concentrated in certain residential areas.</p>
		J. Maintain Character and purpose of zone	<p>1. Uses shall be consistent with the character and purpose of the zone within which they are located.</p>
All RV vehicle fluids shall be contained within the unit itself.		K. Public Health	<p>1. Use shall comply with all sanitation and solid waste disposal codes.</p> <p>2. Use shall not create public health concerns. (Ord. 2007-01-001, 1-4-2007)</p>

November 18, 2014

PROPOSED EXPANSION OF MONSTER STORAGE BY DENIS LYMAN

- It would be our wish to utilize for outside storage, a two acre parcel of land located at 999 South Main St. It once housed Stock Lumber but is presently an empty lot.
- We would place no structures on the land.
- Presently it has a masonry fence full length of the property on the Main Street side. We would place a six foot ornamental iron fence on the remaining three sides.
- All sides would receive significant landscaping with tall growth trees and shrubs to affect a significant screening on all sides.
- The use would be for RV storage, automobile and pick up storage, and boats. No junk would be allowed!
- It would be operated and managed from the office of Monster Storage located at the top of 700 South.
- Presently the lot is mostly covered with asphalt with small extensions expected as well as sealing and parking lines.
- The drainage system on the south side would be cleansed and remained in place.
- All trees in place would remain. A drip system would be in place for landscaping plants. No open water use would be on the property for landscaping.
- This lot is across from the Temple View modular home, motor home and fifth wheel park on Main Street.
- A continuous operating, recording security system will be in place.
- A punch pad electric gate system will provide customer access.



RV Yard

Existing

K-Mart

Existing Monster Storage 227 W 700 S





Proposed Site

LOCATED IN SECTION 21, TOWNSHIP 47, SOUTH RANGE 18, WEST STRAY

$24" \times 36"$
 SCALE 1" = 20'
 $18" \times 24"$
 SCALE 1" = 40'
 SHEET NUMBER
 C1.00

C1.00



L. B. POPE ENGINEERING INC.

MONSTER STORAGE 2
SOUTH MAIN STREET COMMERCIAL SITE
SITE PLAN
LOCATED IN SECTION 22, TOWNSHIP 42 SOUTH, RANGE 18 WEST, BEAVER

DESIGN BY LRP
DATE NOV. 7, 2014
FILE NAME
MOCKUP STORAGE 2
24" x 36"
SCALE 1" = 20"
18" x 24"
SCALE 1" = 40"
SHEET NUMBER
C100

SITE DATA	
SUBDIVISION NAME	HOANE
OWNER	W.C. & J. C. HOANE
TOTAL LOT NO. FT.	3,450.00 SQ. FT.
TOTAL LOT ACRES	0.079
CURRENT ZONING	C-1
NUMBER OF BUILDINGS	0
TOTAL PARKING STALLS	148
LANDSCAPING REQUIRED	4,588 SQ. FT. 8.09%
LANDSCAPING PROVIDED	7,702 SQ. FT. 8.85%

GRAPHIC SCALE

(in feet)

1 inch = 200 ft.

FENCE DETAIL FOR MAIN STREET SIDE

FENCE DETAIL FOR SIDE AND REAR PROPERTY LINES

**OWNER-DEVELOPER
CONTACT PERSON**
DENIS LYMAN
P.O. BOX 128
JACKSON, WYOMING 83001
13071 864 8120

AMERICAS
BEST VALUE

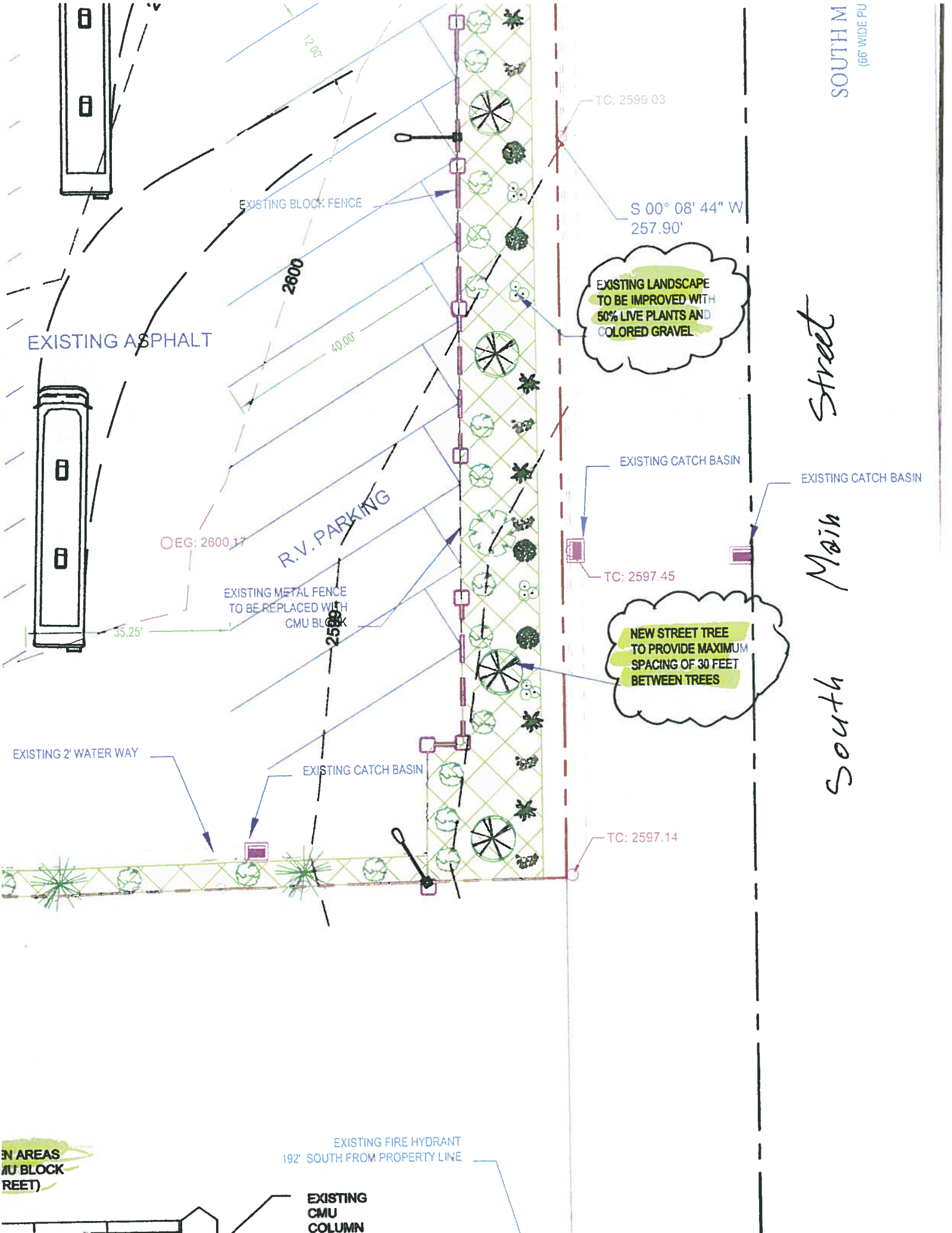
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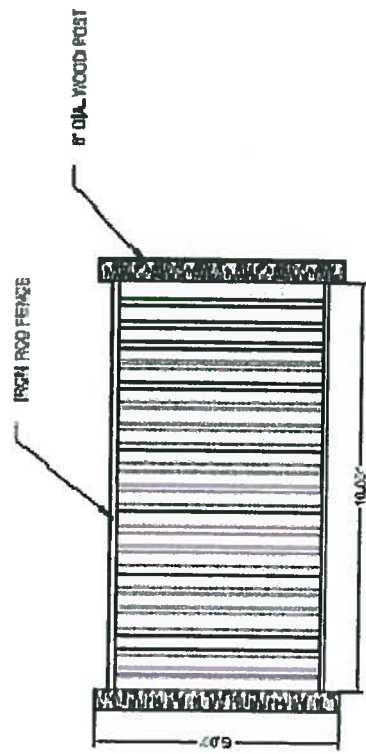
THE

SOUTH M
(66' WIDE PU)

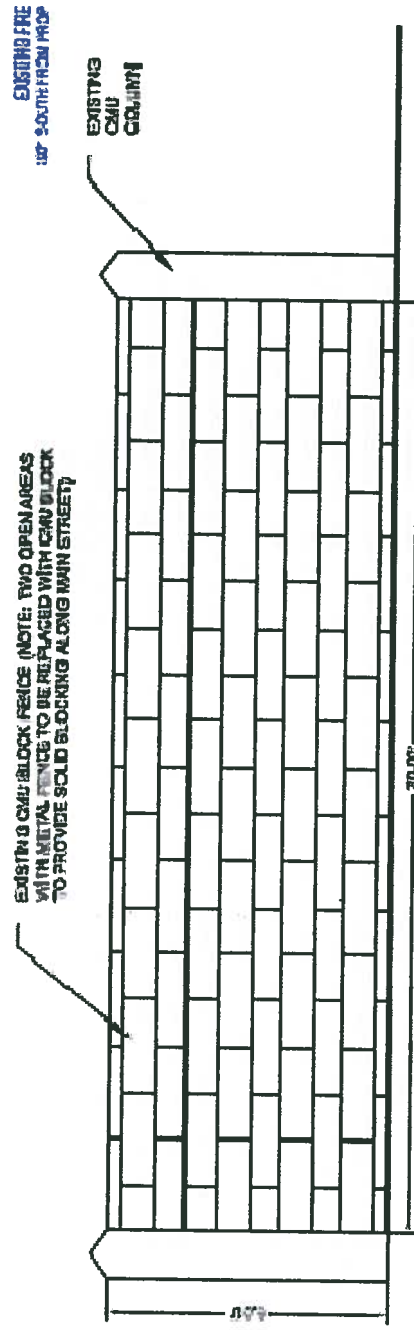
Street
Main
South



IN AREAS
(CMU BLOCK
FENCE)

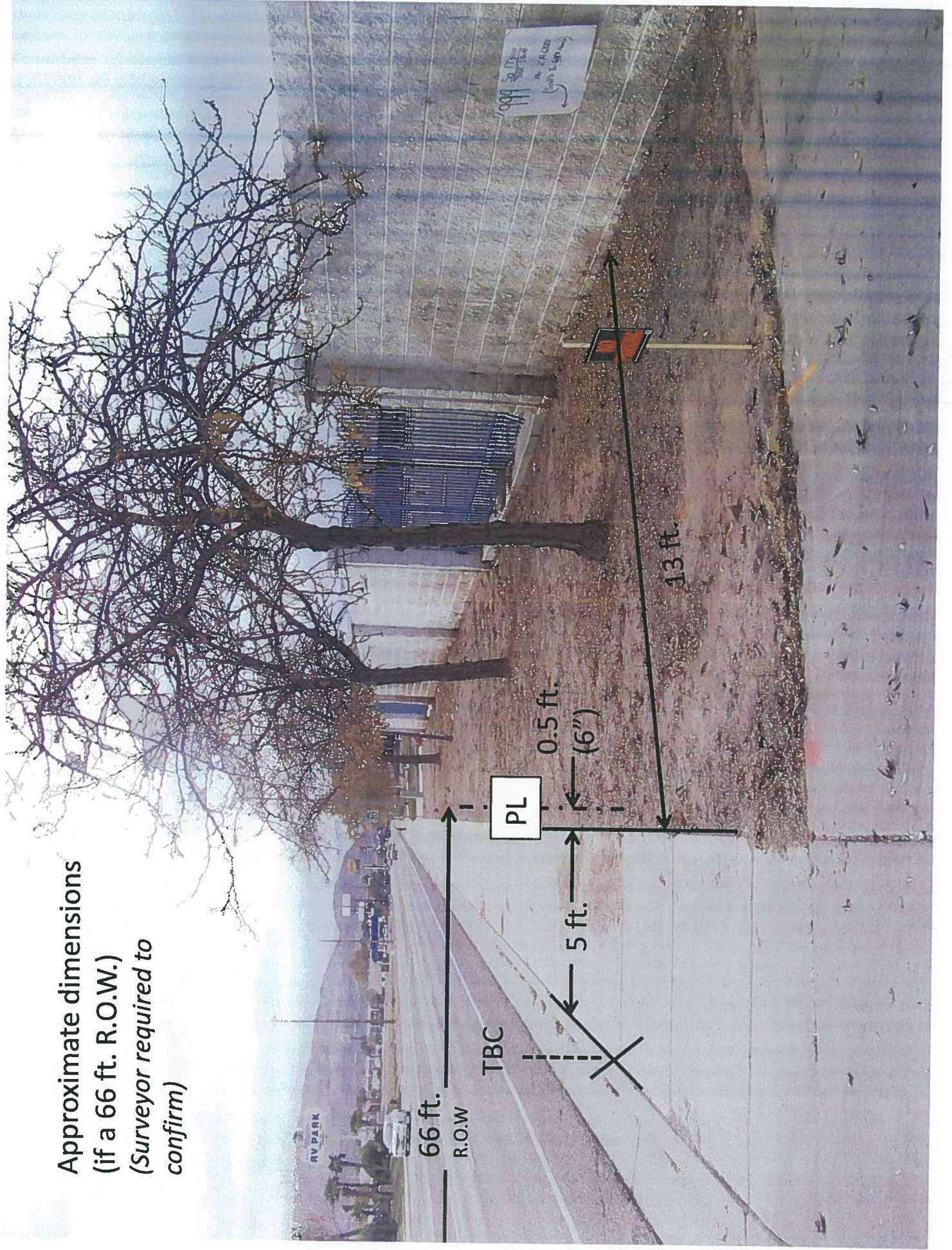
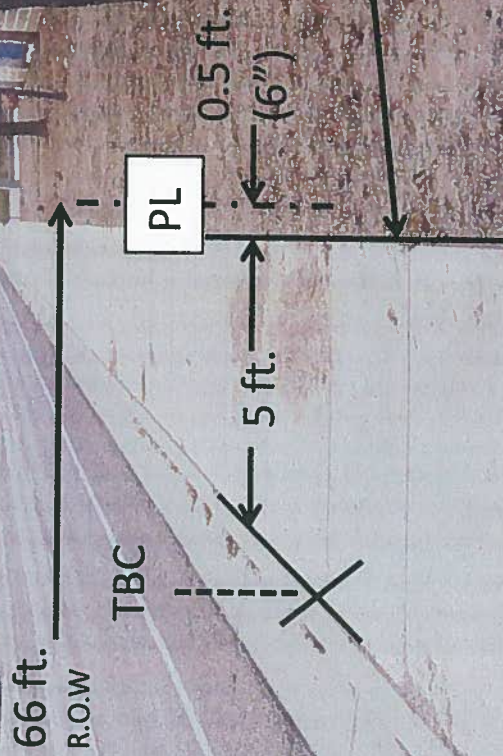


FENCE DETAIL FOR SIDE AND REAR PROPERTY LINES



FENCE DETAIL FOR MAIN STREET SIDE

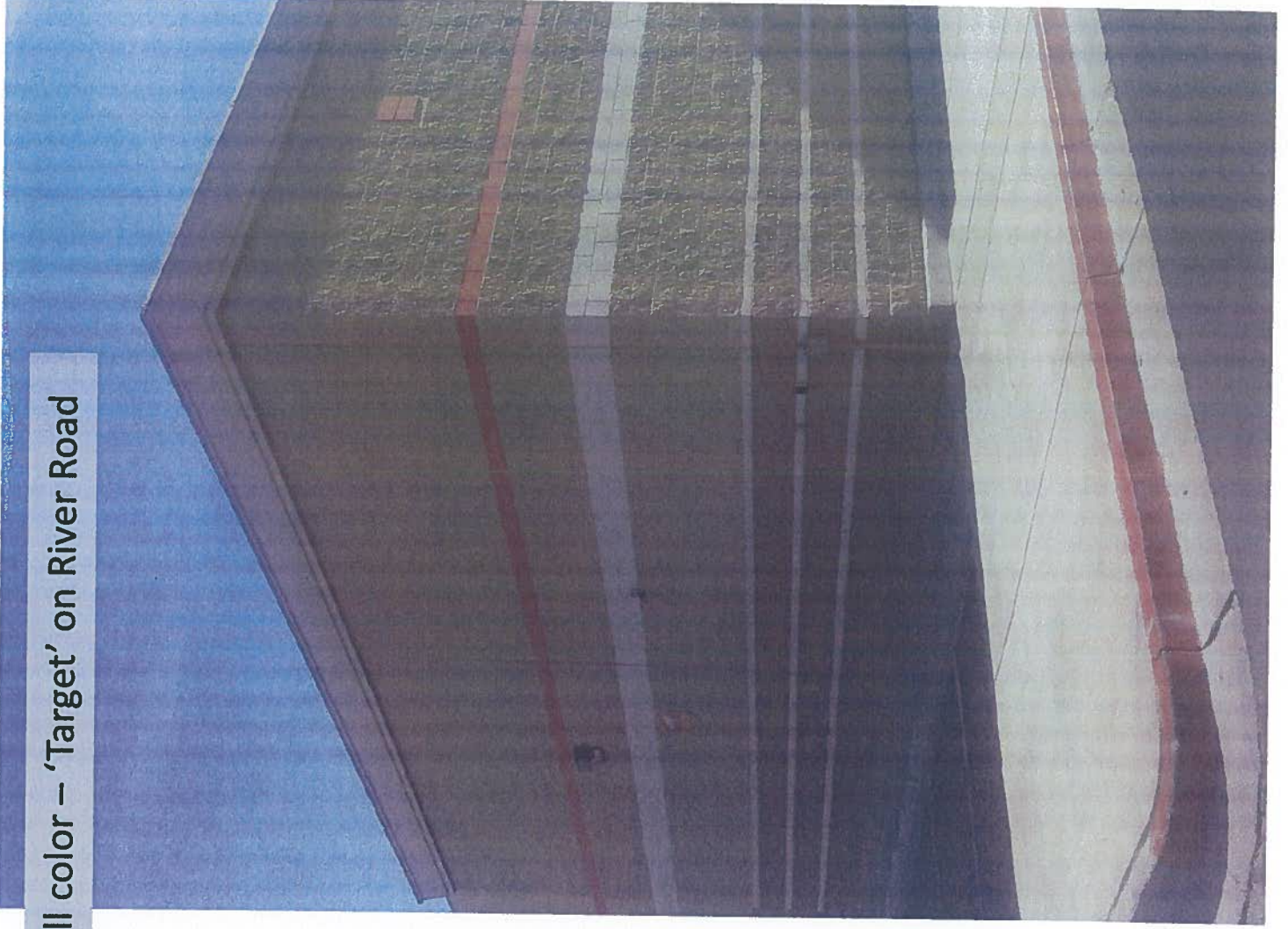
Approximate dimensions
(if a 66 ft. R.O.W.)
(Surveyor required to
confirm)

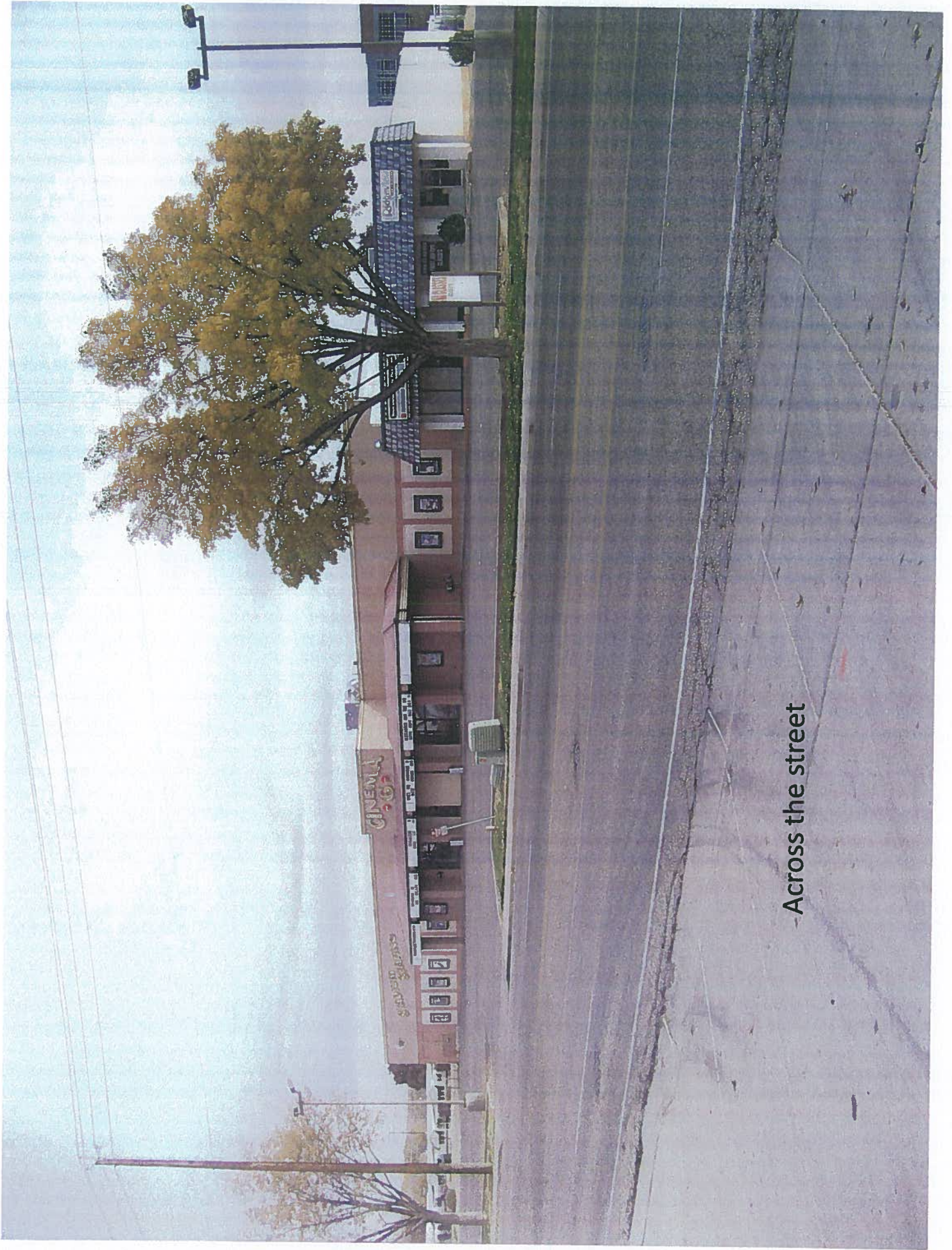




Example – Block wall color – ‘Target’ on River Road

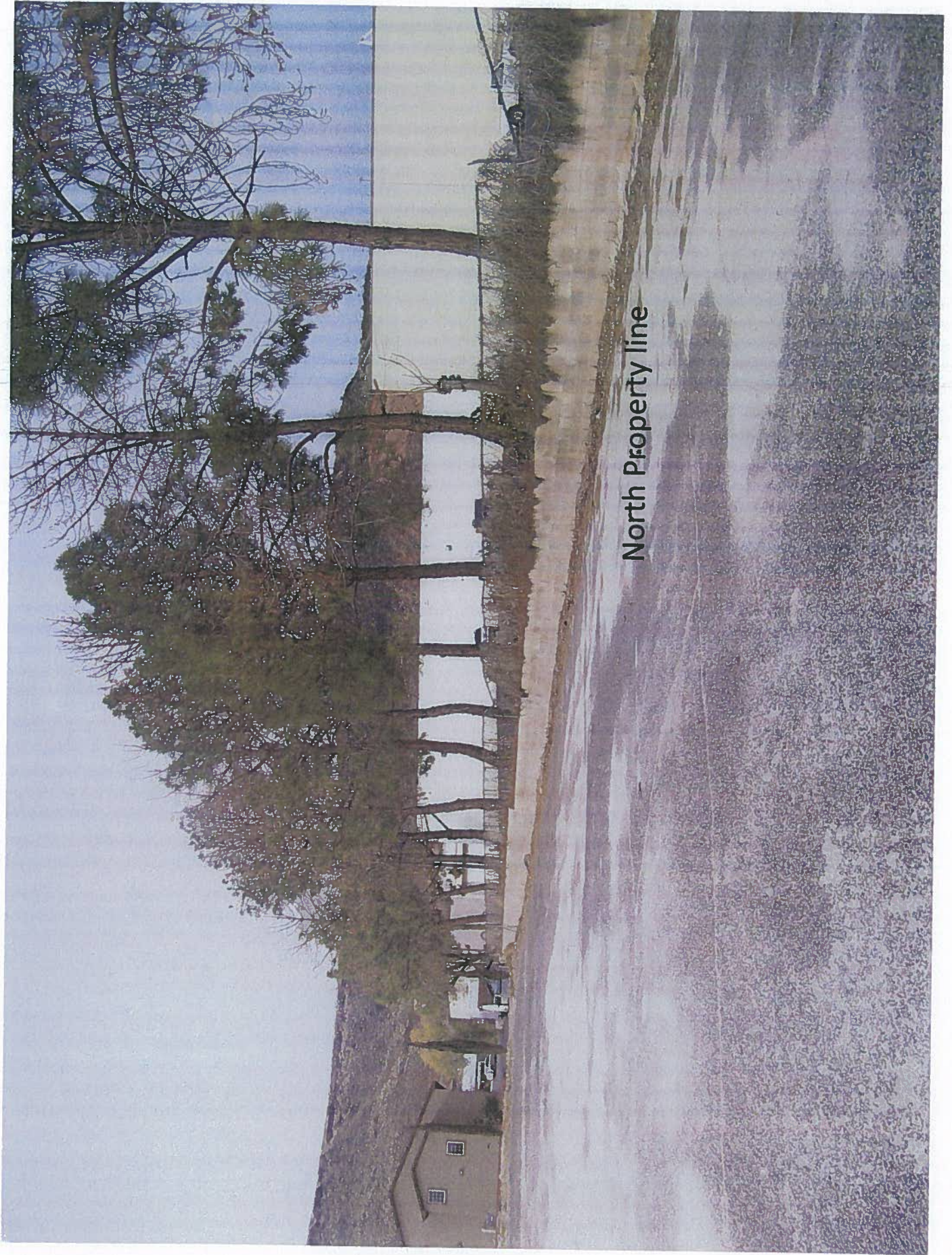
Suggested





-Across the street







December 10, 2014

Ray Snyder
City of St. George Planning Department

Good Morning, Ray!

After yesterday's meeting with the Planning and Zoning Committee, let me comment:

- The idea of a block wall fence will require that I further evaluate that financial impact. The outside storage business isn't a big money maker and things are relative.
- I need to discuss, in person, the removal of metal sections of the existing fence along Main Street.
- The idea of a wall next to the K-Mart Plaza, on the north side, defies any logic!
 - a) There is a decent approximately 42" high block wall almost all the way between the K-Mart Plaza and the subject property. There's also an approximately 3 foot high chain link fence in very poor repair.
 - b) Yesterday, at 8am, I met with the K-Mart Mall management representative, a Martin Gaspar, from the San Diego area. The appointment was made several days prior. We had a good discussion about the wall, the fence and surface drainage from the mall.
 - c) Mr. Gaspar and I agreed which I would like to honor:
 - (1) He would remove the very poor chain link fence. (See photos.)
 - (2) He would remove the dead trees (several) near this common border.
 - (3) He would allow us, at our expense, to erect a 3 foot high ornamental iron fence on top of the end place block wall. At a point where his property curb has failed (see photos) the same design fence would step inside to the south and continue for another approximate 30 feet abutting the in place white fence.

Any wall will deteriorate with paint fading, plus peeling, masonry cracking, ground settling, and more. Any 6 foot high fence will leave a lot of stored items very visible. Many items such as motor homes, fifth wheel trailers, towed travel trailers, camping trailers, pick up campers, boats, plus lots more are just higher.

I strongly request to reconsider a block 6 foot high wall. We would need security rather quickly for our customers hence a 6 foot high, nice ornamental fence, which is of course "see through". PLUS significant landscaping, as the primary view screening technique, which will rather soon, grow to cover much more than a 6 foot high fence. It's always pleasing, largely self-maintaining and requires minimum water. The trees, bushes, and other plant choices, I would recommend be made in consultation with a Star Nursery horticulturist and a Planning Department representative. In short, well chosen, fairly dense placement of plants is a long term winner! The block wall is a compromise in the beginning, getting slowly worse with time. All presently painted surfaces would be thoroughly cleaned, repaired and repainted with an earth-tone choice color.

On the Main Street side, I petition the City to leave the present wall where it is. We pledge to meet strong landscape standards, well above the norm, complying with the City as

much as practicable and possible. The approximate 13 foot wide versus 20 foot wide landscape area would remain as a "grandfathered" fact of life. The entire Main Street landscaped area would be completed by covering with a membrane and landscape rocks. As an additional note, the immediately next door K-Mart Mall grass and tree landscape strip, which is much longer, is about 12 plus or minus feet wide.

Sincerely yours,

A handwritten signature in blue ink that reads "Denis Lyman". The signature is written in a cursive style with a large, stylized "D" and "L".

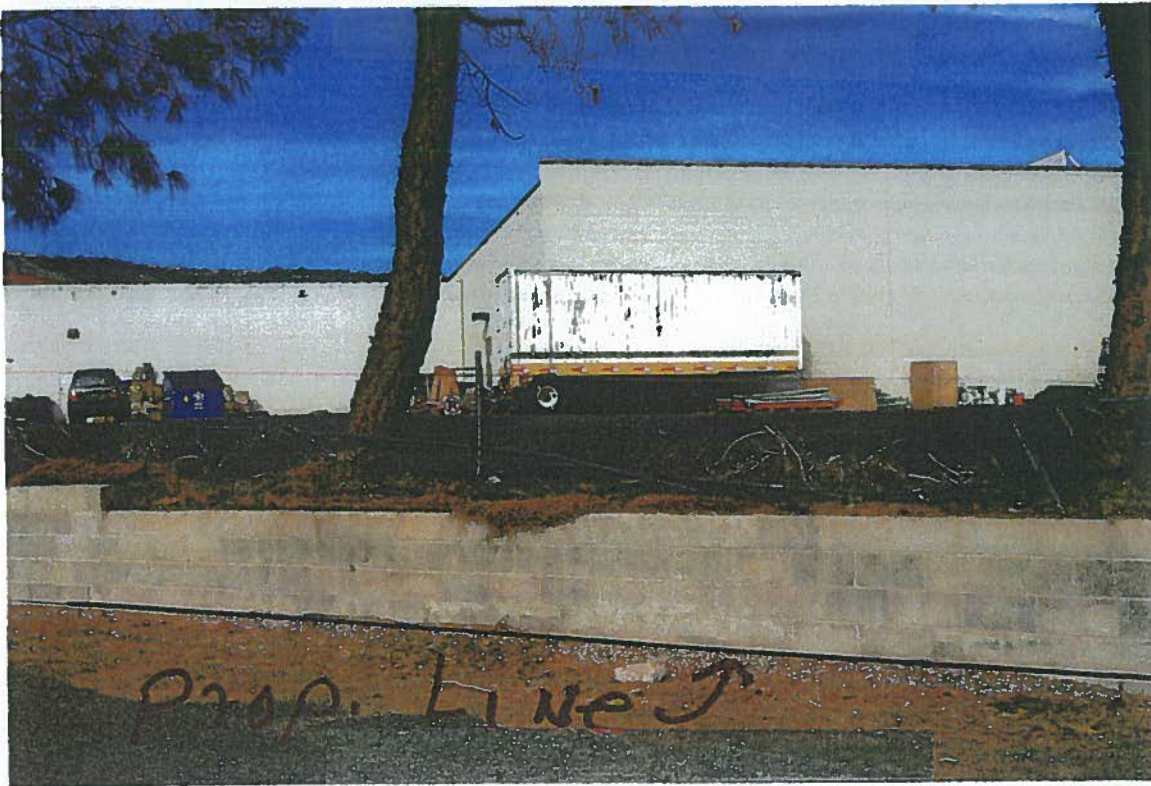
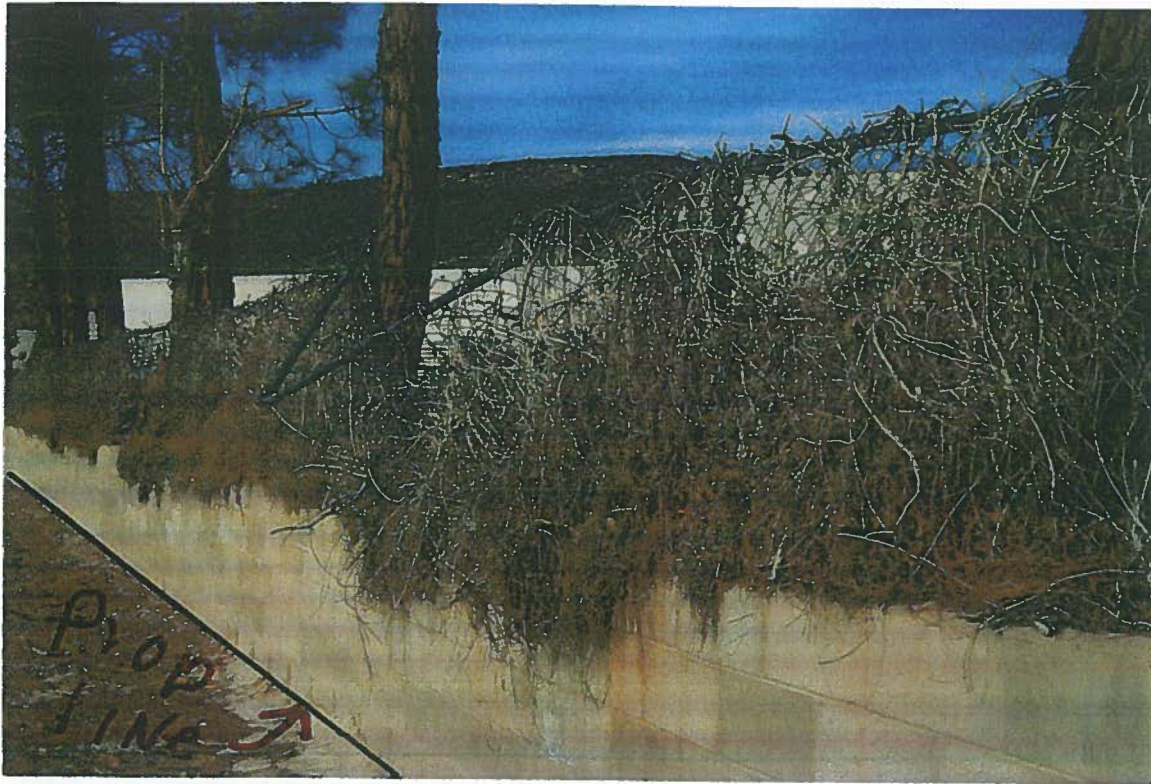
Denis Lyman



R

SOUTHERN
LIMITS

THIS SECTION
REMAINS
(separate property)





6 FT
WALL ON
MAIN
ST.



Back side of K-Mart Plaza - not seen
due to black wall on Main Street



DRAFTAgenda Item Number : **6E**

Request For Council Action

Date Submitted 2014-12-12 08:56:11**Applicant** Guy Haskle & Scott Woolsey, Alpha Engineering**Quick Title** Final Plat - Tuscan Hills Phase 3**Subject** Consider the Final Plat for Tuscan Hills Phase 3**Discussion** This is carried over from the Oct. 14, 2014 Planning Commission Meeting.**Cost** \$0.00**City Manager
Recommendation****Action Taken****Requested by****File Attachments** Tuscan Hills Ph 3.pdf**Approved by Legal
Department?****Approved in Budget?** **Amount:****Additional Comments** This Final Plat was recommended for approval by Planning Commission on October 14, 2014. It was held off the City Council Agenda until all documents pertaining to this project were submitted to the City for approval. This has been completed and is now ready for Council consideration.**Attachments** Tuscan Hills Ph 3.pdf

ITEM 1E

Final Plat

PLANNING COMMISSION AGENDA REPORT: 10/14/2014

FINAL PLAT

Tuscan Hills Phase 3

Case No. 2014-FP-051

Request: Approval of a 7 Lot Residential Subdivision Final Plat

Representative: Scott Woolsey, Alpha Engineering
43 South 100 East #100
St. George, UT 84770

Property: Located at the west end of Province Way (in the Tonaquint area at approximately 1780 South and 1310 West)

Zone: PD-R

Staff Comments: All aspects of this Final Plat were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the preliminary plat conditions and approvals.

This Final Plat is ready for Planning Commission's consideration for approval.

DRAFTAgenda Item Number : **6F****Request For Council Action**

Date Submitted 2014-12-11 17:00:45

Applicant Jay Sandberg

Quick Title Agreement Approval - Reimbursement Agreement

Subject Consider approval of a reimbursement agreement with the Washington County Flood Control Authority for the Sand Hollow Wash Restoration Project

Discussion As requested by the city, the Flood Control Authority approved a reimbursement of 50% of the total cost up to \$215,753 in 2015 for work on Sand Hollow Wash projects.

Cost \$N/A

City Manager Recommendation Recommend approval.

Action Taken

Requested by Cameron Cutler

File Attachments Sand Hollow Wash Drainage Project Draft Reimbursement Washington County Flood Control.REI. PW.v1.dh.pdf

**Approved by
Legal
Department?**

**Approved in
Budget?** Amount:

**Additional
Comments**

Attachments Sand Hollow Wash Drainage Project Draft Reimbursement Washington County Flood Control.REI. PW.v1.dh.pdf

REIMBURSEMENT AGREEMENT

THIS AGREEMENT dated the ____ day of, ____ 2014, between St. George City, (hereinafter "CITY"), a municipal corporation, and the Washington County Flood Control Authority, (hereinafter "AUTHORITY").

RECITALS

Whereas, CITY and AUTHORITY wish to enter into an agreement to design and construct flood control improvements known as the *Sand Hollow Wash Repair Project* located within the City of St. George, and hereinafter referred to as "Project", which shall be partially funded by the AUTHORITY; and

Whereas, AUTHORITY determined that the Project was within the mission of AUTHORITY, that they had funds available and that this was an appropriate project to assist on by providing funding therefore they authorized funding for the Project; and

WHEREAS, CITY will construct and manage the Project and AUTHORITY will reimburse CITY for a portion of the work done on the project as provided herein.

AGREEMENT

NOW THEREFORE, in consideration of the covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AUTHORITY and CITY agree as follows:

1. Project: At its own expense CITY shall design and construct the Project as described in the scope of work (Exhibit A which is hereby incorporated into this document). All aspects of the work shall be under the direction of CITY and shall be the sole responsibility of CITY. The Project shall be constructed consistent with the approved construction drawings on file with CITY. The Project shall not be deemed complete until accepted by CITY. Upon completion of construction, CITY shall assume all maintenance responsibilities and costs. CITY acknowledges that AUTHORITY does not have any ownership interest in, or any continuing liability relative to the Project other than the obligation to pay the reimbursement amount provided herein. CITY may construct or install other improvements in conjunction with Project but those improvements shall not be considered part of the Project and shall have no effect on the amount of funds reimbursed to CITY. Changes to the Project that increase AUTHORITY's cost participation will not be made without consent from both parties to this Agreement.
2. Compliance with City Design and Construction on Standards: CITY acknowledges and agrees that it must comply with all applicable laws and requirements necessary for completion of the Project and compliance with the CITY design and construction standards.
3. Reimbursement: CITY and AUTHORITY anticipate the total cost of the Project to be \$535,545. AUTHORITY agrees to reimburse CITY for 50% of the actual costs of the Project up to \$215,753. CITY agrees to pay the remaining costs of the Project. A cost breakdown of the Project is shown in Exhibit A
 - a. Payment of AUTHORITY's obligation shall be made in installments beginning within thirty (30) days of written notification of the completion of the Project and written proof of the actual costs of the Project. AUTHORITY shall make annual payments as follows until paid in full: 2015 - \$215,753;

- b. AUTHORITY reserves the right to adjust the payment plan if funds are not available. Available funds mean funds held by AUTHORITY in excess of 20% of the fees collected from the Primary Members of AUTHORITY during a fiscal year.
 - c. AUTHORITY shall not pay any CITY administrative fees. Administrative fees shall not be included in the price of the Project.
 - d. Pursuant to the Interlocal Agreement for the AUTHORITY the withdrawal of any Primary Member of the AUTHORITY from the AUTHORITY shall not adversely affect this Agreement or relieve the withdrawing Primary Member of its obligation to pay its share of obligations, indebtedness and liabilities incurred prior to withdrawal.
4. Indemnity. CITY shall defend, indemnify, save and hold harmless AUTHORITY, its governing body, officers, and agents against all claims, demands, causes or action, suits or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of or in connection with the acts of City as they relate to this Agreement. In the event of any such claims made or suits filed against AUTHORITY, AUTHORITY shall give CITY prompt written notice. CITY agrees to defend against any claims brought or actions filed against AUTHORITY, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of indemnity herein, CITY agrees that AUTHORITY may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of CITY. Said attorney fees shall be reasonable and subject to review by CITY.
- a. CITY shall indemnify, defend, save and hold harmless AUTHORITY, its governing body, officers, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs for:
 - i. death or injuries to persons or for loss of or damage to property caused by, resulting from, or arising out of or in connection with the acts of City as they relate to this Agreement;
 - ii. CITY's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under this Agreement;
 - iii. claims by any employee of the CITY, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CITY'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CITY or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
 - b. AUTHORITY shall give CITY prompt written notice of any such claims or suits filed against AUTHORITY arising under this Agreement. CITY agrees to defend against any claims brought or actions filed against AUTHORITY arising out of the services provided under this Agreement, whether such claims or actions are rightfully or wrongfully brought or filed. When a claim is brought or an action filed with respect to the subject of indemnity herein, CITY agrees that AUTHORITY may employ a separate attorney of its own selection to appear and defend the claim or action on its own behalf at the expense of CITY. CITY shall be responsible for all costs associated with any claim, demand, action, suit or judgment including attorney fees for AUTHORITY.
 - c. The insurance requirements in this agreement shall not be construed as limiting CITY'S

liability. Irrespective of the requirements for CITY to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve CITY of any obligations under this agreement.

5. Insurance: CITY shall have a continuing duty to require any contractor engaged to perform the work on the Project to procure and maintain insurance against claims for injuries to persons or damages to the property which may arise from, or in connection with the exercise of the rights, privileges, and authority granted hereunder to the CITY, its agents, representatives, or employees in accordance with the CITY standard insurance requirements. CITY shall provide to the AUTHORITY for its records an insurance certificate from contractor naming the AUTHORITY as an additional insured as its respective interests may appear prior to the commencement of any work or installation of any facilities pursuant to this franchise.
6. Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without prior written consent of CITY and AUTHORITY, which consent, shall not be unreasonably withheld.
7. Binding Effect. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, assigns, receivers and successors of the parties.
8. No Joint Venture, Partnership or Third Party Rights. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between AUTHORITY and CITY. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
9. Integration. This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.
10. Severability. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such a decision shall not affect any other part or provision of this Agreement.
11. Survival. It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
12. Headings. The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
13. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.
14. Notices. All notices required herein, and subsequent correspondence in connection with this agreement shall be given in writing and shall be mailed to the following:

Washington County Flood Control Authority
Attn: Washington County Public Works Director
197 East Tabernacle
St. George, UT, 84770

St. George City
Attn: Public Works Director
175 East 200 North
St. George, Utah, 84770

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.

15. Attorney Fees and Court Costs. In the event of any litigation between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney fees, court costs, and any other reasonable costs incurred in connection with such action, whether at trial or on appeal.
16. Counterparts. This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
17. Authority of Parties. The parties executing this Agreement warrant and represent that they are duly authorized to do so in the capacity stated.

Washington County Flood Control Authority:

City of St. George:

Jeff Turek, Chairman

Jonathan T. Pike, Mayor

Attest: Christina Fernandez, City Recorder

Approved as to form:

Paula Houston, Deputy City Attorney:

STATE OF UTAH)
 ss.
County of Washington)

On the _____ day of _____ 2014, personally appeared before me, Jeff Turek, who being by me duly sworn did say that he is the Chairman of the Washington County Flood Control Authority Executive Committee and that he executed the foregoing document on behalf of said entity being authorized and empowered to do so.

Notary Public

DRAFTAgenda Item Number : **6G**

Request For Council Action

Date Submitted 2014-12-11 14:01:04**Applicant** Kris Braunberger for John Reber Ltd.**Quick Title** Donation Agreement with Reber Ltd.**Subject** Donation Agreement for an alleyway behind the properties located at approximately 3 North Main to approximately 49 North Main on Tabernacle Street**Discussion****Cost** \$\$1,500 approximately**City Manager Recommendation** Fits in with the properties the City has purchased and provides access to the center of the block. Recommend approval.**Action Taken****Requested by** Victoria Hales**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

SGCityMaps



Locations

I want to...

Tax ID:

Example: SG-452-A-1-RD

Submit

Tax ID: SG-356-RD

Address:

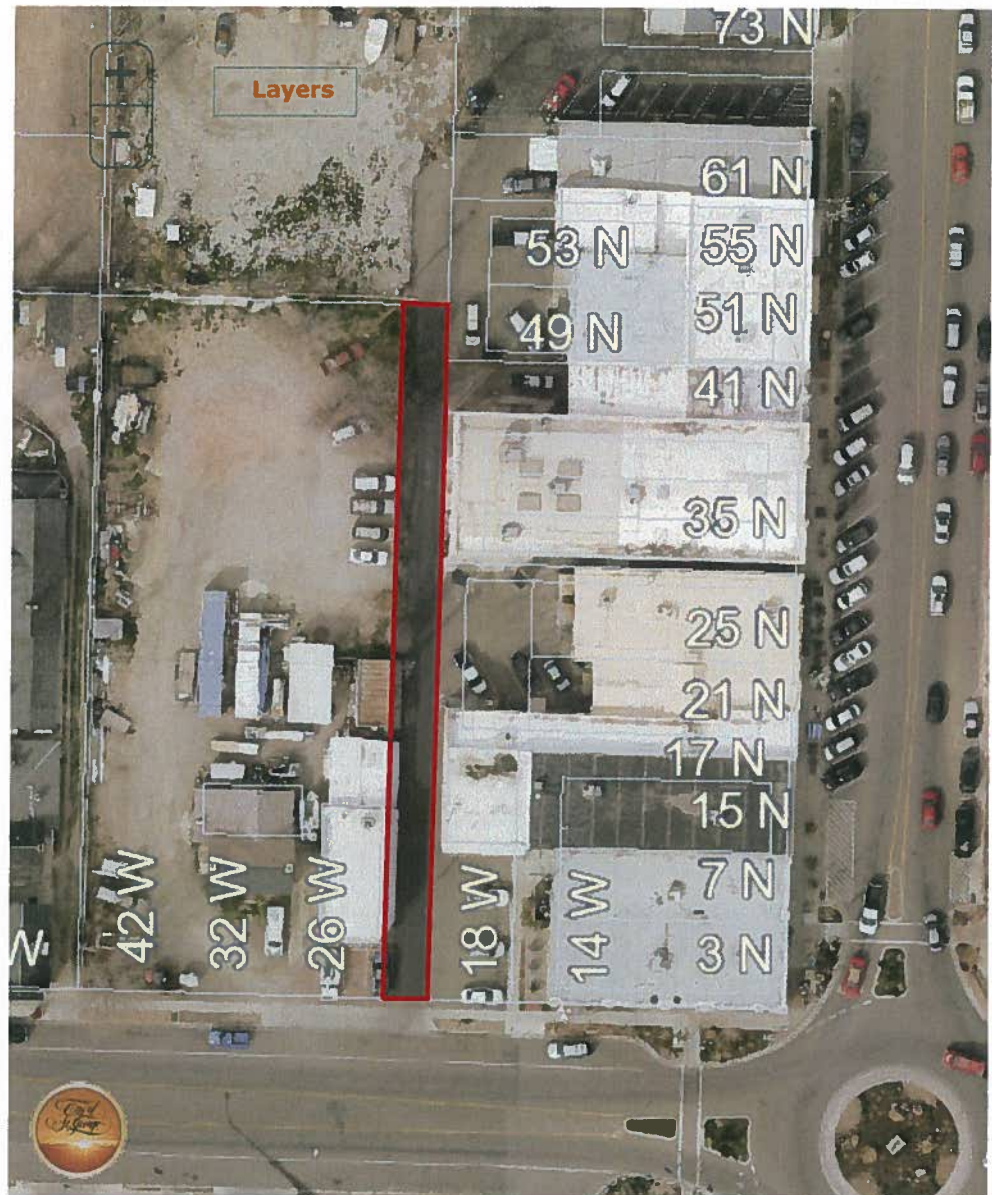
Lot/Unit:

Subdivision:

Phase:

[View public information for this property](#)

Help



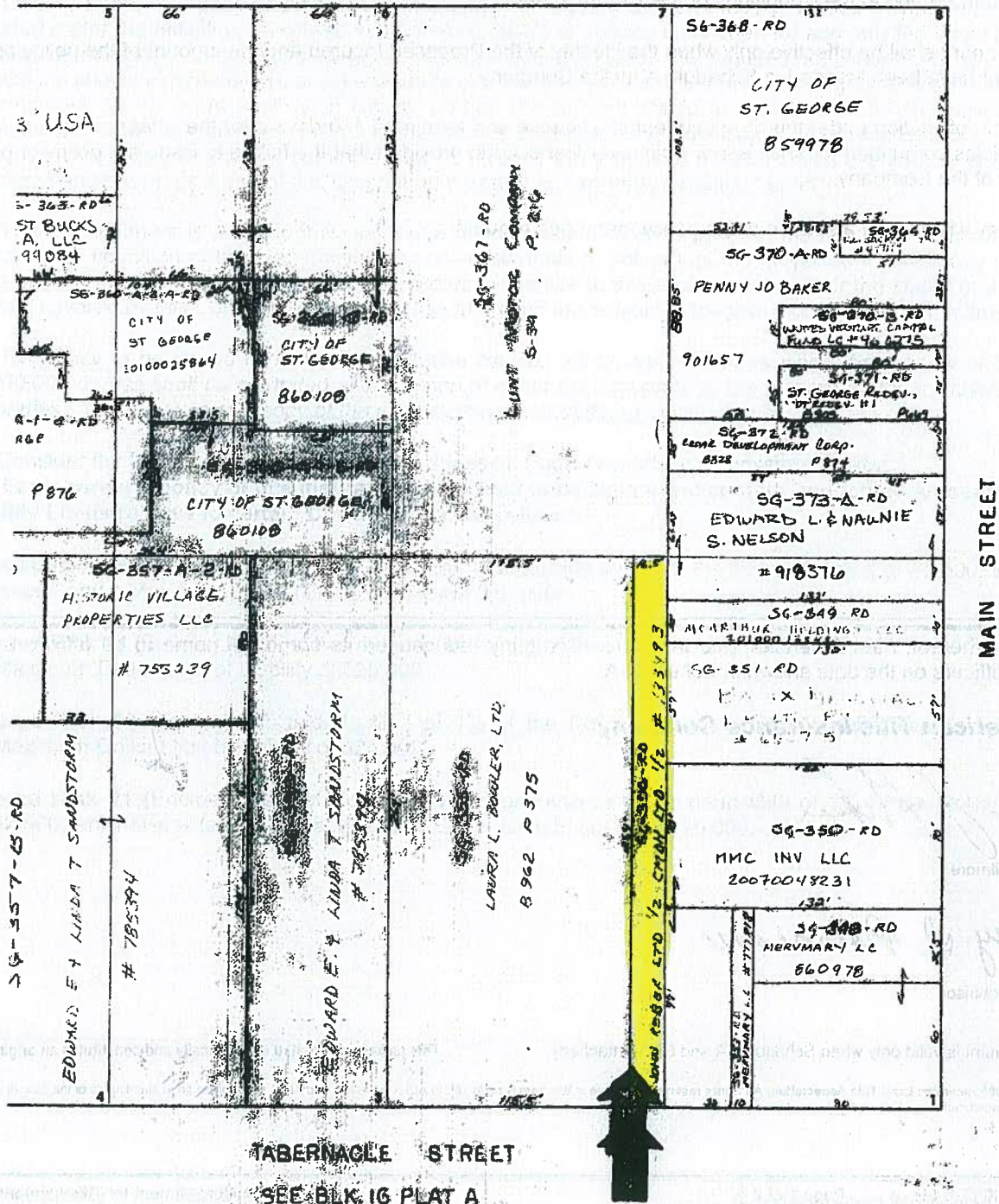
ST. GEORGE CITY
WASHINGTON COUNTY, UTAH

PLAT A

SCALE: 1" = 50'

This map is for information purposes only and is in no way to be incorporated as being part of this Commitment and/or Title Insurance Policy

BLOCK NO. 25
SEE BLK. 30 PLAT A
ST. GEORGE BOULEVARD



**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
OCTOBER 30, 2014, 4:00 P.M.
CITY COUNCIL CHAMBERS**

PRESENT:

**Mayor Jon Pike
Councilmember Gil Almquist
Councilmember Jimmie Hughes
Councilmember Michele Randall
Councilmember Joe Bowcutt
Councilmember Bette Arial
City Manager Gary Esplin
City Attorney Shawn Guzman
City Recorder Christina Fernandez**

OPENING:

Mayor Pike called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by Councilmember Almquist, and the invocation was offered by Dean Matthews with the Boulder Ridge Stake.

ORDINANCE:

**Consider approval of an ordinance amending Title 3, Chapter 2, Article F:
Ambulances, setting standards for ambulance services in the City.**

City Manager Gary Esplin stated that staff has been trying to come up with an ordinance setting standards for ambulance services. There have been many drafts and discussions on the proposed ordinance.

City Attorney Shawn Guzman advised that each Councilmember as well as ambulance representatives should have the latest draft. There have been various City departments involved in preparing the draft. He read the draft ordinance and presented a PowerPoint presentation covering the following topics: Definitions; Applicability; Operational Requirements; Personnel; Facilities; Ambulances; Response Time Performance; Customer Service Performance; Annual Report; Dispatch Communications; and Enforcement, Appeals and Penalties.

Councilmember Bowcutt inquired with the number of ambulances required on page 4. He asked if the draft ordinance is in agreement with the State of Utah standards. Additionally, he asked how the State determines how many ambulances there should be.

City Attorney Shawn Guzman advised that the State looks at the application of the service provider. When they submit their application, the provider proposes the service level they will provide.

Councilmember Randall stated that Utah Code 26-8a-408(7) states: The role of local governments in the licensing of ground ambulance and paramedic providers that serve areas also served by the local governments is important. The Legislature strongly encourages local governments to establish cost, quality, and access goals for the ground ambulance and paramedic services that serve their areas."

Councilmember Almquist inquired about Applicability on page 3. He stated that he would like this section to read "No Provider shall operate or be operated in the city without first obtaining a City license" .

City Attorney Shawn Guzman advised that the language could be changed; however this section refers to City code so it may not be necessary.

Councilmember Almquist inquired about section 3-2F-4: Personnel with regard to the last sentence of paragraph A., which reads "A current copy of the Ambulance Services Provider's medical services policies and procedures ..."

City Attorney Shawn Guzman advised he will mirror the language from the sentence above.

Councilmember Almquist asked City Attorney Shawn to Guzman to clarify if section 3-2F-7(B)(2) if "dispatch" means City dispatch.

City Attorney Shawn Guzman replied, yes, "Dispatch" is defined as The St. George Communications Center.

Councilmember Almquist inquired, with regard to section 3-2F-7(C)(4), if an ambulance from another jurisdiction could respond.

City Attorney Shawn Guzman advised this should not happen as this provider has the ambulance service for the City. Dispatch will go to the City's provider first and dispatch the ambulance to the area. The service provider has the license to service the City.

Councilmember Almquist inquired if staff passes complaints onto the provider that come into the City.

City Attorney Shawn Guzman answered, yes staff forwards complaints received to the provider. Language can be added in the ordinance to cover complaints.

Councilmember Almquist inquired about the annual report. He asked if the provider is required to report out of area calls in which they respond to.

City Attorney Shawn Guzman advised that this is addressed under mutual aid covered in section 3-2F-9. The provider will be required to include that information in their annual report.

Councilmember Almquist inquired about section 3-2F-10(B). He asked if the provider leaves the area to transport to another City, would they still use the same channel. Additionally, he asked if an ordinance is better than an agreement with regards to Dispatch.

City Attorney Shawn Guzman replied, no, they would inform Dispatch that they are in transport. Because the provider may need to communicate with their own dispatch center, they will have another channel. If one of the four ambulances is on transport, the provider will have to get another one to replace it. The provider is required to have an agreement with Dispatch by State rules. Whether done by ordinance or agreement, one will not hold the provider legally more accountable than the other, if the agreement is well written.

Councilmember Hughes asked for clarification on section 3-2F-3(B), with regard to number of ambulances and that they be staffed with paramedics. Each of the four ambulances are staffed with two paramedics. He asked what the difference in section 3-2F-4(B) which talks about staffing of ambulances.

Fire Chief Robert Stoker advised that they tried to cover any ambulance that may be in service. The first two mirror state rules, the third one is more restrictive than the State.

Councilmember Hughes inquired about section 3-2F-7(D)(1)(b). He asked where will the line be drawn if the provider states that they are late because they were assisting another agency.

City Attorney Shawn Guzman advised the provider's first goal will be to service all calls in the City.

Councilmember Hughes inquired about reporting response times. He asked why the provider cannot use GPS to record response times.

City Attorney Shawn Guzman advised a locator does not show the exact address.

Deputy Police Chief Rich Farnsworth stated that a GPS system does not time stamp in the record. The dispatcher or the ambulance will record the response time. Additionally, the current provider's equipment is different from what Dispatch uses. Also, it functions differently. There are solutions, in fact, staff has been working with the provider to sort out these issues.

Councilmember Almquist inquired how the City is held harmless by an ambulance service provider if the provider is involved with an accident while in route.

City Attorney Shawn Guzman stated that anyone can sue. In this case the provider is a private entity and they have their own insurance. Unless the City is negligent, it would not be involved.

Councilmember Randall commented that this ordinance was written approximately a year and a half ago. She noted that she had no part in writing the ordinance as it was well underway when she was elected.

City Attorney Shawn Guzman advised that the provider will be required to notify Dispatch who the supervisor and/or management personnel is at all times. That person must reside in Washington County.

Mayor Pike explained that the City has an inter-facility services provider owned by IHC as well as an ambulance services provider. He invited Gary Stone, Operations Officer at Dixie Regional Medical Center and Mike Moffitt and Steve Urquhart, representing Gold Cross, to speak.

Gary Stone, with Dixie Regional Medical Center, stated that he appreciates the City for hearing their commentary. It is important to note that they are supportive of the ordinance. He cares about healthcare in the community. One area that could put the City at risk is requiring a minimum number of ambulances at a concrete number. In a cost environment, having four ambulances is a potential disparate issue in terms of deficiency. He hopes to see the ordinance allow for flexibility. The Journal of Emergency Medical Services addresses this issue, it warns against having a concrete number of ambulances. The best practice is to utilize management science and queueing theory techniques, which is based upon metrics. With regard to section 3-2F-6(A), per the definition, Provider means "An Ambulance Services Provider and an Inter-facility Ambulance Services Provider collectively". The section states that "All in-service Ambulances shall be equipped with the safety and emergency equipment required for Ambulances by the Utah Department of Health, Bureau of Emergency Medical Services. The city may conduct unannounced ambulance inspections at any time. The city may remove an Ambulance from service for noncompliance with city or state requirements." He wonders if there is a way for an ambulance provider or a provider to have a period of response as this section does not give them the ability to respond.

City Attorney Shawn Guzman advised can that can be added to the ordinance. He asked Mr. Stone if he is also addressing unannounced ambulance inspections.

Mr. Stone explained that with any of their current inspections, an unannounced survey is still structured. There is a process at the hospital; however, there is not one in the ordinance. He does not understand who will be performing the inspections. Additionally, he asked what standards the inspector will be surveying against and are the standards based upon evidence and published best practices.

City Attorney Shawn Guzman clarified that the equipment the inspector will be looking for is equipment required for ambulances by the Utah Department of Health. The Fire Department will be conducting the inspections; he will add that to the ordinance. He explained that one concern was how to ensure the ambulance has the proper equipment, but that it not be moved from bus to bus. He asked if a time frame would be fair.

Mr. Stone introduced Rochelle Rhodes.

Ms. Rhodes explained that with any state inspection, they receive a phone call and are given a time frame. It would be helpful to have that process with the City as well.

City Attorney Shawn Guzman advised that he would like to visit with Mr. Stone and Ms. Rhodes in addition to Gold Cross representatives to discuss this further.

Mr. Stone, inquired about section 3-2F-6(C) he asked what is meant by "adequate size".

Ms. Rhodes stated that they just want to make sure they are doing things correctly.

City Attorney Shawn Guzman explained that what this is referring to is a maintenance program. Since the ambulance will be licensed with the Department of Health, he can strike language, leaving in "Each Provider shall have a written preventative mechanical maintenance program for Ambulances so as to ensure compliance with Utah Department of Health, Bureau of Emergency Services regulations. Each Provider shall ensure that all Ambulances subject to call or service are mechanically sound and safe to operate at all times".

Mayor Pike commented that if the State requires something, he suggests not putting it in the ordinance.

Mr. Stone inquired about annual safety inspections as outlined in section 3-2F-6(D). He asked how they are different from unannounced inspections and is this different from the annual State survey. Additionally, he asked if the City may do an annual survey or will they.

City Attorney Shawn Guzman stated that it states "may" because safety inspections may not be done annually. This inspection would be a mechanical survey by the City's Fleet Division. He will clarify that in the ordinance.

Councilmember Bowcutt inquired if the providers are getting a State inspection does the City need to inspect the ambulances as well.

City Attorney Shawn Guzman advised the reason this is in the ordinance is because of the final order that was issued at the hearings when the license was issued to the current carrier. The mechanical maintenance program was identified in the final order. If the Council feels that the maintenance program along with maintaining any records for the

maintenance program is adequate, then it can be done that way. This section can be taken out as well, adding language to subsection C regarding concerns or complaints.

Councilmember Hughes stated that four ambulances will not affect inter-facility transports. The license is granted by the State; however by statute, the City gets involved. The current provider provided a plan of operations, in which they stated they would have four ambulances staffed with two paramedics. This plan was a big basis for getting the license. He asked Mr. Stone how the City would see that it is not reprimanded by the State if the minimum standards as provided by the current provider are not met.

Mr. Stone stated that if there is an issue with what was presented, the City could deal with that through another means. He worries about the minimum being built into an ordinance because the provider can change. The ambulance service provider should be held accountable through the annual reports.

Councilmember Almquist commented that if the State says there is a need for four ambulances, there would have been a reason for them to say that.

Steve Urquhart, representative for Gold Cross thanked staff members who worked on the ordinance. He stated it is good to have an ordinance, pages 6, 7 and 8 are solid gold. Additionally, the annual report on page 9 is great. It is good to set goals and make sure that they are accountable in meeting those goals. He stated the City is getting too deep into their private business. They are licensed and mandated by the State. Every item and concern in the ordinance is valid. All involved are focused on the same thing - excellent emergency medical services for the citizens. He believes they can go where ever they want by agreement. With regard to dispatch, the City cannot mandate that they use the St. George Dispatch Center. The City is putting a lot of requirements on private businesses, the State already does that. There is nothing in the ordinance outlining the obligations that the Dispatch Center has to the private provider or their customers. He presented a PowerPoint presentation covering the following topics: 26-8a-401(1) State regulation of emergency medical market; 26-8a-408(7); Vehicles; Employees; Overall Combined Compliance; Hot Responses (Lights & Siren); Cold Responses (Normal Traffic); 26-8a-102; and Staging. He stated that the City is being served by at least four ambulances as needed by the volume. It is very important to manage costs. Portions of the ordinance goes beyond the legal authority such as proprotioning to license ambulance providers and it attempts to specify a certain number of ambulances and which ones count. The State fully handles both of these, the City does not have staff with that level of expertise. They have always run with a minimum of four ambulances, most of the time there have been five. If an ambulance is at a ball game it can either be dedicated or it can leave if a call comes in. There could be a time during summer evenings, to drop down to three ambulances; however, they have never done that. Additionally, the ordinacne violates state law by attempting to force Gold Cross to use the St. George Dispatch Center. Gold Cross is a private business. They do not want it to be forced; therefore, an agreement makes sense. Also, it is important to know that BEMS rules are exceptionally clear in saying that providers must have a current dispatch agreement with a designated emergency dispatch center, it is not legal to do it by government mandate. Further, the ordinance attempts to determine who can and cannot be the medical director for Gold Cross, why? This is fully covered by the State. The City does not have expertise in that nor does it have statutory authority to do that. The City's concerns are valid; however, how they get there is by agreement. The ordinance orders Gold Cross to turn over propriety information on company policies and procedures. That information gives Gold Cross the edge over its competitors. It is not legal to require that type of information. Additionally, the ordinance tells Gold Cross how to handle customer complaints. Gold Cross is extremely proud of the service it provides in the City. They want to work with the City to set lofty, cost quality and access goals. The ordinance needs redrafting to address

the points as many of these items can be reached by agreement. They cannot require them to use the St. George Dispatch Center; however, it would be a good thing for Dispatch for them to handle both 911 calls and non-911 calls. They do have several individuals measuring performance one of which is DRMC. Their average time reporting to a scene is seven minutes.

Mike Moffitt, with Gold Cross Ambulance, stated that every community should establish goals and every ambulance provider should meet those goals. Conversations regarding these issues have been happening for quite some time. Gold Cross is not opposed to ordinances and agreements. The goals that are being met today were self applied. An arbitrary number of ambulances takes away his ability as the provider, in a cost effective manner, to become flexible. They always meet the response time requirements. He suggests changing section 3-32-3(B) which covers number of ambulances, to take out "but in no case shall there be less than four (4) paramedic Ambulances". That puts the burden on him to see that he has the sufficient number of ambulances. He would like to add language that the ambulance services provider, before making any significant or permanent changes to the numbers of ambulances staffed, meet with City representatives to discuss whether the increase or decrease in the number of ambulances is appropriate. They analyze their staffing every patterns on a 20-week cycle. Additionally, their staff goes over response time exceptions daily. He proceeded with the PowerPoint presentation covering the following topics: RV Accident; Ironman Competition (May 2014); Standby Events Include; Hazmat Drill; Near-drowning; and 12 Lead ECG transmission. He commented that although it is hard to get ambulances in one place at one time, he is not opposed to the City inspecting the ambulances for necessary equipment as everything that is needed is in every ambulance. For some reason if there was a communication error, GPS systems are time stamped and they are accurate within 10 feet. He suggests to use the GPS as a back up when calculating response times, not to discount it completely. They are working with staff on compatibility issues with the GPS systems.

Mayor Pike called for a ten minute recess. The meeting then reconvened.

Councilmember Bowcutt commented that it is amazing to him that it was stated that the need for ambulances is less in the evening. His main concern is that if Mr. Urquhart disagrees with many portions of the ordinance, how is there ever going to be an agreement.

Councilmember Hughes reiterated what Councilmember Bowcutt said. All parties involved want the same thing, quality ambulance care. What he heard from both Mr. Moffitt and Mr. Urquhart, is that the City should have an ordinance, but shouldn't or can't because it is against the law. He asked if an ordinance is done, what do they think should be in it.

Mr. Moffitt stated that there should be references to State law, staffing levels, response times and responsibilities of meeting the response times. The ordinance should not tell him how to meet the response times. When he wrote the document submitted in the application process, almost four years ago, the number of ambulances he proposed was four. Since then, the demand for ambulances has gone done because of growth.

Councilmember Hughes mentioned that the document provided during the application process says that for 24 hours a day, they will use a baseline of four ambulances to provide the City with a superior service. Additionally, the document says through having more ambulances, staffed with two paramedics, they will cut response times, have better care and solve all of the problems with the prior ambulance provider. He asked how he, as a responsible representative of the citizens, say that he can ignore what the fact that the State issued the license with the baseline of four ambulances.

Mr. Moffitt, Gold Cross does more than that. The number of ambulances he put in the document was based on surrounding areas.

Councilmember Randall commented that they only applied for St. George.

Mr. Moffitt explained that the analysis showed 3.65 ambulances were needed to meet response times in the entire area. They are responsible to provide service to Washington City and Ivins as well as further out areas. The response area changes from month to month and year to year. If there is a way to maximize the resources by shaving some off on slow days. They can now give an honest and accurate analysis of busy times. There may be factors that change, but they would not be allowed to change the number of ambulances.

Councilmember Hughes commented they may just disagree on this point. He is not disagreeing with Mr. Urquhart that the City is getting involved private business. He believes this is one area that the public expects the City Council to get involved since this is a public safety issue. He believes that Fire Department staff could fill the role of experts to determine if minimum requirements are being met.

Councilmember Randall stated she is not willing to compromise with using the portion of ordinance that requires the provider use St. George Dispatch exclusively. As of yesterday, Gold Cross has not been on 879 private calls since they have been in St. George. Those are private calls that the St. George Dispatch is unaware of the location of the ambulances. To her, that is unacceptable. She mentioned that on Tuesday, Gold Cross was on a private 911 call. The Salt Lake dispatch center dispatched an ambulance to a care center, who in turn called the St. George Dispatch Center. Dispatch staff did not know where that ambulance was; the City cannot have that. Four ambulances were promised during the application process. If they have five staffed everyday, there should be no problem with four. Dispatch staff have been trying to resolve the GPS issue for 18 months.

Councilmember Almquist explained that he owns a private business himself, he understands that added steps are less efficient. He does not understand why they cannot use one dispatch center. Because he does not fully understand how their dispatch works with the City's, he feels that is an added step.

Mr. Moffitt stated that he has been working with them for several months to try to come up with a logical protocol. Regardless of what they were responding to a private call or a 911 call, they would inform St. George Dispatch of their location. A lot of their private calls require much more customer service. They have already agreed to let St. George Dispatch handle the 911 calls. He explained that they are working out the GPS issues.

Councilmember Almquist inquired if the compliance data is from the St. George Dispatch Center or their own.

Mr. Moffitt replied that the data came from St. George Dispatch. They have started to work on a protocol that they will notify St. George Dispatch of every call they go on. Sometimes people do not want to call 911, they would rather call their dispatchers who are trained and certified to the same level as dispatchers throughout the state. Their dispatchers can dispatch the appropriate ambulances, whereas, the St. George Dispatch Center is not applying their resources correctly. He is not against notifying the St. George Dispatch Center when they are on these responses.

Deputy Chief Rich Farnsworth stated that this is an interesting point. This is not something St. George Dispatch has not done. If St. George dispatchers are qualified to

handle a life emergency, how are they not able to handle a transport. They are highly trained individuals with the top equipment available to them. When an ambulance is on private call, the St. George Dispatch Center does not know when they will get the resource back. The incident that Councilmember Randall was referring to is a perfect example. The citizens do not know who they are calling when they are calling that seven digit number. There have been times that several ambulances were on private calls. The GPS systems not being compatible is an issue which they have been working on for 18 months. The system used by Gold Cross does not function with system used by the St. George Dispatch Center. DRMC inter-facility transfers do not go through the St. George Dispatch Center because there is qualified medical care with them at all times. He is not saying their dispatchers are not competent to take calls, there are simply issues with using two dispatch centers.

Councilmember Randall explained that Gold Cross may have an ambulance at a football game. If someone at the game calls 911, the St. George Dispatch Center would dispatch an additional ambulance not realizing there is one already on scene.

Deputy Chief Farnsworth stated that this is an issue that has to be solved. He agrees that the St. George Dispatch Center should be responsible to Gold Cross as well. They intend and want to be an open book. He personally believes the St. George Dispatch Center can handle all of the calls.

Councilmember Almquist commented that they are looking at the long range safety for St. George and its citizens. The dispatch question is not a question of how the information is gathered or disseminated. It is logical to say that the information should be documented in some way.

Deputy Chief Farnsworth stated that is very true. He is open to hearing from anyone who has a concern with the St. George Dispatch Center; they would be open to feedback.

Councilmember Hughes asked if the St. George Dispatch Center were to handle all of the calls, can Gold Cross still schedule ambulances for transport.

Deputy Chief Farnsworth replied yes. With regard to having resources available at all times, what Gold Cross says may be true; however, the St. George Dispatch Center does not always know that if they are not informed. Being in the dark can causes concern.

Councilmember Arial commented that the responsibility of the City Council is to the citizens of St. George. She believes dispatch should be done in St. George. Items in the ordinance are not unreasonable.

Mayor Pike stated that he believes the public would expect that the St. George Dispatch Center knows what is going on.

Mr. Urquhart stated that they agree that a common dispatch center can be a good thing, but how do you legally go about that -BEMS says to do that by agreement. Each party has responsibilities. All parties have to follow what is legal, it has to be done by agreement which has mutual responsibilities. He suggests the ordinance state that there shall be an agreement to address certain items. He is not at all opposed to having one dispatch center, he is in favor of a common dispatch center as the St. George Dispatch Center si very good. Gold Cross operates throughout the state and no other city has an ordinance requiring them to do certain things such as using the municipality's dispatch. He explained that in some cities the municipality is their competitor. Every single point raised tonight is valid. The second a city passes an ordinance requiring them to use that they have to use their dispatch center, every other city can pass an ordinance requiring them to do the

same.

City Attorney Shawn Guzman advised that the ordinance can state that there shall be an agreement to address certain issues. The agreement can have a time frame. If an agreement was to be done, it would be the same length of time that the provider would have the license for St. George. Additionally, it would have to be approved by the City Council.

Mr. Moffitt commented that he would imagine that every issue of concern be addressed. They have never had a problem with agreements with other municipalities. If new technology pops up, an addendum can be adopted. Agreements are much easier to amend than an ordinance.

Mayor Pike asked if it would be reasonable and make sense that an ordinance and agreement return to the City Council within the next 30 days.

City Attorney Shawn Guzman advised that he can have the documents ready within 30 days.

Councilmember Arial commented that she was hoping for some resolution tonight as this item has been discussed several times.

Mr. Moffitt replied that 30 days is reasonable with them.

Councilmember Hughes reiterated Councilmember Arial's comment.

City Attorney Shawn Guzman advised that they may want to have both the ordinance and agreement done at the same time.

Mayor Pike noted that there are changes that need to be made on the ordinance.

City Manager Gary Esplin stated that it may be difficult to draft a new ordinance if staff does not know what the City Council's intent is. He does not think it should take a long time to draft an agreement. This item can be brought back to the next work meeting, which can be made it a regular meeting so that action can be taken. Staff will work with Gold Cross and incorporate ideas given by DRMC reps to draft the agreement.

Mr. Urquhart asked the Council to give them two weeks to work on the agreement.

City Attorney Shawn Guzman advised he has a proposed agreement that was provided by Gold Cross. He would like to make some changes to it.

Mr. Stone stated that the problem he has is that he only saw the ordinance this week. It is important for them to do their due diligence.

City Attorney Shawn Guzman noted that he made minor changes to the draft ordinance that was distributed earlier in the week. He clarified the items that will be changed in the current draft ordinance. They are as follows:

1. Section 3-2F-4, the language will be changed to mirror the language on policies, procedures and protocols.
2. Section 3-2F-6, he will add language to specify that the Fire Department will perform the inspection for the equipment as well as adding notification provisions.

Councilmember Almquist asked City Attorney Shawn Guzman to also clarify section 3-2F-4(C) to clarify who declares emergencies.

City Attorney Shawn Guzman replied that he will do so. He continued with the changes as follows:

3. Section 3-2F-6(C), he will strike most of the paragraph, instead it may read that each provider shall have a written mechanical preventative maintenance program for ambulances to ensure compliance with BEMS and that they will make sure that all ambulances that are in-service are mechanically sound and safe to operate.
4. Section 3-2F-6(D), will be stricken altogether or folded into section 3-2F-6(C).

The consensus of the Councilmembers is to fold section 3-2F-6(D) into section 3-2F-6(C).

City Attorney Shawn Guzman continued with the changes as follows:

5. Section 3-2F-7(B), the word "this document" will be changed to "this article".
6. Section 3-2F-9, he will strike "contract" in item 6.
7. Section 3-2F-8, he will add language that the City forward any complaints or concerns to the Ambulance Services Provider within 24 hours.

City Manager Gary Esplin asked that staff meet with the parties involved and return with both the ordinance and agreement. The major issues are dispatch services and number of ambulances. Possibly, the majority of the Council is okay with the agreement regarding dispatch as long as it ties into the ordinance. Additionally, a concern is that the ordinance contains response times or a specific number of ambulances.

Mayor Pike clarified the intention of the Council is that the discussions be about the ordinance or the dispatch agreement.

Councilmember Hughes commented that it is important to include staff's opinion.

City Attorney Shawn Guzman advised that he will also address Mr. Stone's grievance process.

Councilmember Hughes commented that it is clear that their responsibility to the citizens and to have the ambulance provider be successful. Citizens are the number one priority.

MOTION: A motion was made by Councilmember Hughes to table the item until November 13, 2014.

SECOND: The motion was seconded by Councilmember Almquist.

VOTE: Mayor Pike called for a vote, as follows:

Councilmember Almquist - aye
Councilmember Hughes - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye
Councilmember Arial - nay

The motion carried.

ADJOURN:

MOTION:

A motion was made by Councilmember Almquist to adjourn.

SECOND:

The motion was seconded by Councilmember Hughes.

VOTE:

Mayor Pike called for a vote, as follows:

Councilmember Almquist - aye

Councilmember Hughes - aye

Councilmember Randall - aye

Councilmember Bowcutt - aye

Councilmember Arial - aye

The vote was unanimous and the motion carried.

Christina Fernandez, City Recorder

**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
NOVEMBER 13, 2014, 4:00 P.M.
ADMINISTRATIVE CONFERENCE ROOM**

PRESENT:

**Mayor Jon Pike
Councilmember Gil Almquist
Councilmember Jimmie Hughes
Councilmember Michele Randall
Councilmember Joe Bowcutt
Councilmember Bette Arial
City Manager Gary Esplin
City Attorney Shawn Guzman
City Recorder Christina Fernandez**

OPENING:

Mayor Pike called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by Dylan Alexander, and the invocation was offered by President Reed Noble with the St. George Stake.

Dylan Alexander, a student, thanked Mayor Pike and the Councilmembers for their time. He is learning about the birth of our nation as well as the Constitution and the branches of government. He asked what the Councilmembers view as the role of federal, state and local governments in protecting the citizens and upholding the Constitution.

Councilmember Almquist stated that the duties of federal laws are based on the Constitution. He mentioned a website that outlines the duties of the federal government, some of which include protection from foreign invasion and to regulate interstate commerce which then led to Hamilton's proposal of a Federal Bank. The responsibility of the Executive Branch for treaties and making sure that foreign countries have specific leaders that we can trust and communicate with.

Councilmember Arial expressed that she personally believes the best government is the one closest to the people. The federal government should be an umbrella and it has encroached on things like printing and publishing. We should hold a respect to the federal government, but they should also respect other the states and the people that live in this nation.

Councilmember Hughes explained that he feels federal should stick with federal, state should stick with state, and local should with local. He believes the states should have more power than they do today. The state government is where more of the power lies.

Councilmember Bowcutt stated that he believes that local government is where the important decisions have to be made daily to protect the rights of the citizens and property owners.

Councilmember Randal commented that local governments want to make sure they protect the citizens through public safety and infrastructure. This is where we live and want to make sure we all can come together and live cohesively.

Councilmember Arial presented Dylan with gift from U.S. Senator Lee, requested by Bill

Way, including a flag that was flown over the Capitol Building.

PRESENTATION FROM VICTIM SERVICES:

Victim Services Coordinator Alissa Urzi explained that they serve crime victims and that not all crime victims need, nor want their help. They offer information, support and options. In 2013, their office served 818 victims of domestic violence. The CDC re was not always an arrest in these cases. She provided statistics on domestic violence in Utah. Also in 2013, the advocates read 7,200 police reports to identify possible victims and assisted 271 clients with orders of protection. Not only do they help the victim deal with the crime, they also assist them with the court process. The crimes they focus on are child physical abuse, child sexual abuse, domestic violence, adult sexual assault, DUI, texting and driving, adult abuse, robberies, and electronic harassment. They also work with survivors of homicide victims.

Police Chief Stratton commented that the focus given to the victims makes a difference. The service provided is invaluable.

FINAL PLAT:

Consider approval of the final plat for the Tuscan Heights Subdivision.

City Manager Gary Esplin advised this item was approved by the Planning Commission; however, there was an issue with getting sign-off's on the plat.

Assistant Public Works Director Wes Jenkins presented the final plat for the Tuscan Heights, a 21-lot residential subdivision located at the west end of Province Way. The approval will need to be subject to the developer providing annexations documents to the HOA and an updated title report. The issue with the road was that it was on someone else's property.

MOTION: A motion was made by Councilmember Hughes approve the final plat for the Tuscan Heights Subdivision with the condition that it is annexed into the HOA and that the title report is updated to show the ownership of the access.

SECOND: The motion was seconded by Councilmember Almquist.

VOTE: Mayor Pike called for a vote, as follows:

Councilmember Almquist - aye
Councilmember Hughes - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye
Councilmember Arial - aye

The vote was unanimous and the motion carried.

PROFESSIONAL SERVICES AGREEMENT:

Consider approval of a professional services agreement with Automation N Controls for the SCADA replacement project at the Wastewater Treatment Plant.

Water Services Director Scott Taylor explained that the Wastewater Treatment is fairly old. The SCADA system is what runs the treatment plant automatically. The system was installed in 1986 and updated in 1991. Staff is in the process of updating the equipment. Currently, the plant is running manually, there is no automation.

Automation N Controls specializes in old equipment. The agreement will not exceed \$48,000. Once completed, this project helps with efficiency. The current budget includes \$250,000 for the total project.

MOTION: A motion was made by Councilmember Almquist to approve the expenditure of \$48,000 to the professional services agreement with Automation N Controls for the SCADA replacement project for the Wastewater Treatment Plant.

SECOND: The motion was seconded by Councilmember Randall.

VOTE: Mayor Pike called for a vote, as follows:

Councilmember Almquist - aye

Councilmember Hughes - aye

Councilmember Randall - aye

Councilmember Bowcutt - aye

Councilmember Arial - aye

The vote was unanimous and the motion carried.

Mr. Taylor updated the Mayor and Councilmembers on the centrifuge replacement project. He explained that the plant, located in Bloomington, operates seven days a week.

PRESENTATION FROM ENERGY SERVICES ON THE DESERET POWER CONTRACT:

Energy Services Director Phil Solomon advised the contract is in draft form. It may not be what is presented to the Council at the next meeting.

Energy Resource Manager James Van Fleet presented a PowerPoint presentation covering the following topics: Deseret Power Contract Renegotiation; Intermountain Power Project (IPP), Current Contract, Renegotiation; Bonanza Coal Plan (Vernal), Current, Renegotiation; and Contract Cost Comparison.

City Manager Gary Esplin stated that the City has never chased a profit. The City's power rates are cheaper than most and the goal has been to keep it within the margin of where it is now.

Mr. Solomon explained that the City needs to be fully compliant with the Clean Power Act by 2030.

Mr. Van Fleet advised that he will have Deseret Power prepare the contract and will have it reviewed by the Legal Department.

BUS ROUTE:

Public Works Director Cameron Cutler provided a map outlining options for the proposed bus route. Both of the options are under a 2-minute increase to the regular route. The benefit of route in option 1 is keeping the stop at 900 South 660 East. After driving both routes several times during school hours, he proposes to go with the route in option 1.

The Councilmembers asked Mr. Cutler to begin the new route immediately.

Mayor Pike called for a five minute recess.

ORDINANCE:

**Consider approval of an ordinance amending Title 3, Chapter 2, Article F:
Ambulances, setting standards for ambulance services in the City.**

City Attorney Shawn Guzman advised the agenda packet included three files. The first is the ordinance with the changes as requested by the Councilmembers, the second, marked "City v6 final redline" with changes beyond what was requested and third is the proposed ordinance and agreement from Gold Cross. He clarified that the agreement was on tonight's agenda in the event that the Councilmembers wanted to consider it. Additionally, he clarified that the provider is required to have an agreement with the dispatch center for 911 dispatch services. He does not believe the law specifies a time frame for having an agreement; however, it anticipates that the provider will have an agreement in place when they begin providing the service. He reviewed and read the amendments and additions from the previous version. Those changes are as follows:

1. 3-2F-4(A) has been changed to read "the provider shall ensure that their personnel comply with their medical services protocols, while on duty. A current copy of the Ambulance Services Provider's medical services protocols and any subsequent amendments thereto shall be filed with the city fire chief."

He advised that this would become effective upon the adopting of the ordinance and continued with the proposed changes as follows:

2. 3-2F-4(B), staff feels there is not a need to specify levels of staffing as the proposed ordinance requires them to staff each ambulance with two (2) paramedics. Additionally, staff requested a change in the language from ICS 200 to ICS 700. This section will read "Each Ambulance scheduled for 911 service to respond to emergency calls, shall be staffed by two (2) paramedics trained and certified in NIMS ICS 100 and ICS 700, and appropriately licensed by the state of Utah."

Councilmember Bowcutt inquired if an ambulance is requested for transport, can it go out with one person staffed.

City Attorney Shawn Guzman replied that if there were no ambulances available with two paramedics, then the City would invoke the mutual aid agreement and dispatch an adjacent ambulance services with two paramedics. He continued with the proposed changes as follows:

3. 3-2F-6(A) has been changed to read: "All in-service Ambulances shall be equipped with the safety and emergency equipment required for Ambulances by the Utah Department of Health, Bureau of Emergency Medical Services. The city fire department may conduct ambulance inspections for compliance with state safety and emergency equipment requirements upon forty-eight (48) hours notice. The city may remove an Ambulance from service for noncompliance with state requirements".

Councilmember Hughes asked why give the provider notice prior to inspection.

Councilmember Arial commented that she would prefer it not list a time.

Councilmember Almquist inquired if the inspection would be for the entire fleet or just the four that were in service. .

City Attorney Shawn Guzman clarified the proposed language states "in-service", which means at any time an ambulance is available for service, it would be equipped with all of the required equipment.

Fire Chief Robert Stoker stated staff's concern is that if they observe that the ambulance does not have the required equipment, they would like to inspect those. The inspections were unannounced in the previous drafts. It is not their intention to compromise the provider's response planning.

City Manager Gary Esplin advised the purpose is to see that the provider has the required equipment. If an ambulance is on a scene and staff notices that they do not have the proper equipment, the provider could be given 48 hours to comply. The intent is to make sure they have the proper equipment on the ambulances.

Steve Urquhart stated that this change was requested by DRMC. He invited the City to inspect Gold Cross ambulances whenever they would like to as they run all of their ambulance with the required equipment.

Councilmember Hughes suggested to strike the 48 hours.

City Attorney Shawn Guzman advised it will read, "The city fire department may conduct ambulance inspections for compliance with state safety and emergency equipment requirements.", striking "upon forty-eight (48) hours notice". He continued with the proposed changes as follows:

4. 3-2F-6(C) and 3-2F-6(D), the concern was regarding the scope of the section. Section D was stricken and folded into 3-2F-6(C), which now reads "Maintenance, Safety Inspection: Each Provider shall have a written preventative mechanical maintenance program for Ambulances so as to ensure compliance with Utah Department of Health, Bureau of Emergency Services regulations. Each Provider shall ensure that all Ambulances subject to call or service are mechanically sound and safe to operate at all times. Annual mechanical safety inspections may be performed by the city upon five (5) days notice to providers".
5. 3-2F-7(B)(3), the word "document" will be replaced with the word "Article". Additionally with regard to the response time graphic box, in numbers 1 and 2, the word "Department" will be replaced by the word "city".
6. 3-2F-7(D)(1), the provider pointed out that there is no delay caused by an error of the St. George Dispatch Center ; therefore, the proposal is to add sub paragraph e, which will read "Any delay caused by dispatch error". The next sentence which reads "Any response time exceptions granted by the city shall be in the sole discretion of the city"; therefore, the city determines if there was an error made by the St. George Dispatch Center.

The consensus of the Councilmembers is to add that language.

City Attorney Shawn Guzman continued with the proposed changes as follows:

7. 3-2F-7(E)(2), the word "less" will be replaced by the word "more".
8. 3-2F-8, language was added that reads "City shall notify Ambulance Services Providers of any complaint or concern received by city from patients or families of patients, oversight agencies, hospitals, emergency department physicians or nurses, other healthcare facilities, fire service agencies, and law enforcement agencies within twenty-four (24) hours".
9. 3-2F-9, "of contract compliance and achievement" was stricken.
10. 3-2F-9(6), "of contract compliance and achievement" was stricken.
11. 3-2F-11, "Ambulance Services Provider" was changed to "Provider" throughout the entire section. Additionally, in sub paragraph A, the word "section" was replaced by the word "Article".

He noted that the agenda packet also includes proposed changes to the ordinance as well as a proposed agreement from Gold Cross. He does not believe the agreement will merit discussion as it is not an agreement staff would agree to. If the Council wishes to consider that agreement, he advises they review the agreement first. He does have a proposed agreement which staff has agreed to if the Council would like to review that one.

Councilmember Bowcutt commented that it seems to him that passing the City's proposed ordinance would invalidate the other two documents in the packet.

City Manager Gary Esplin stated that the agreement that City Attorney Shawn Guzman has would be added to the proposed ordinances that addresses the areas of dispatch and the number of ambulances. He explained that City Attorney Shawn Guzman has met with the provider to draft the agreement.

City Attorney Shawn Guzman advised there is no reference to an agreement in the latest draft ordinance. He has an ordinance that references an agreement which was quickly put together prior to the City Council meeting.

Councilmember Randall stated that she does not want to read through an agreement. When applying for the license, you have to have an agreement with dispatch. She believes that St. George Dispatch is the sole dispatch for everything. She would like to pass the ordinance and move on as it has been a year and a half.

Councilmember Almquist commented that he has read the agreement. If you take the draft ordinance and ask any provider if they agree with the ordinance, they have an agreement. He does not see a lot of weighty issues between the ordinance and the agreement.

City Manager Gary Esplin stated it seems to him that the Council is trying to make St. George Dispatch Center the dispatcher for all calls, including transports. How do you have dispatch handle all calls without an agreement? To him, having an agreement that includes transports would be better for the citizens of the City.

City Attorney Shawn Guzman advised the City has the right to adopt an ordinance

that covers transports. State law does not cover transports; however it does say that the provider has to have an agreement for 911 calls. He agrees with the City Manager as long as the ordinance states that the provider has to abide by the agreement. Much of the agreement comes straight from the ordinance.

AGREEMENT:

Consider approval of an agreement for dispatch and ambulance services with Gold Cross Services, Inc.

City Attorney Shawn Guzman provided an proposed agreement. The agreement proposed by Gold Cross was changed since dispatch staff could not agree to it. He stated that the public does not have a copy of the proposed changes since Dispatch staff was working with Gold Cross immediately prior to the Council meeting to reach a consensus on the agreement.

Councilmember Arial commented that she would have liked the opportunity to review the agreement prior to the meeting. She asked if dispatch staff has thoroughly looked at it and if they are okay with the agreement.

City Attorney Shawn Guzman replied yes. He apologized for not having the agreement ready sooner; however, it was agreed upon just before tonight's meeting. He read the draft agreement as proposed by the City after Gold Cross met with dispatch staff.

Councilmember Almquist commented that he believes Gold Cross has come along way to meet the requirements of the draft ordinance. He does not believe there will be many times to justify reducing the number of ambulances. The agreement mirrors what the City Council has been asking for; however, he does not see that the agreement mentions that the provider comply with the other elements of the ordinance.

City Attorney Shawn Guzman stated that he can add language outlining that, but the ordinance would cover that, if adopted.

Councilmember Randall inquired about the language "be responsible to notify dispatch first of any status changes". She asked why this language was needed.

City Attorney Shawn Guzman advised that language is not needed, he will strike it.

Councilmember Randall commented that she wants to hear from dispatch on how they feel about the agreement.

Deputy Chief Rich Farnsworth explained that they reviewed the agreement and have had discussions with City Attorney Shawn Guzman. They care about content and are comfortable with the content of the agreement.

Mayor Pike advised that if the Council was comfortable considering the agreement, the ordinance would have to be changed so that it refers to the agreement.

Councilmember Hughes asked if the sections in the ordinance that refers to the agreement, could a phrase be added that states unless otherwise agreed to in agreement with the provider.

City Attorney Shawn Guzman explained that the ordinance is the law and cannot have language referring to an agreement to do something that conflicts with the law. Much of the language lifted from the ordinance into the agreement, will be stricken from the ordinance. Both documents could have the same language as long as there are no conflicts.

Councilmember Arial inquired about the number of ambulances. The agreement requires Gold Cross to have four ambulances unless they coordinate with the Fire Chief, City Manager, Police Chief and the City Council. She asked who will be providing the data to determine if the number can be reduced.

Councilmember Almquist stated that the St. George Dispatch Center will provide the data.

City Manager Gary Esplin advised that this process provides flexibility. The reduction has to be approved by the City Manager, Fire Chief, Police Chief and the City Council.

Councilmember Hughes commented that he wants to do what is right for the public. When this license was granted, it was based on four ambulances. He is concerned that the number of ambulances can be reduced; however, he is okay if all parties agree.

City Manager Gary Esplin suggested staff compile final versions of the ordinance and agreement and put it on the November 20, 2014 agenda since there were so many versions.

Councilmember Randall asked if the ordinance marked City Agreement is the ordinance that goes with the proposed City agreement. She also asked if the ordinance was the same as what was reviewed earlier, excluding the dispatch issue.

City Attorney Shawn Guzman stated that it is. He can make changes to the ordinance that was reviewed tonight, taking out the portions that apply to dispatch which are included in the agreement.

Councilmember Arial commented that she would like the terms of the agreement spelled out in the ordinance as well.

Councilmember Randall explained that she has been most uncomfortable with the fact that Gold Cross has used two dispatch systems since they have been the provider. She has heard too many complaints. If the agreement is iron clad that they will solely use the St. George Dispatch center, then she is comfortable doing it this way.

City Manager Gary Esplin stated that the agreement states that every 911 or transport call has to go through the St. George Dispatch Center first. He wants the Mayor and City Council to be sure that staff's only concern is the residents and the protection of the citizens calling for service. If staff thought the documents would lessen the service, they would not have been proposed.

MOTION: A motion was made by Councilmember Arial to approve the original ordinance as read tonight with the agreement as put together so they do not conflict because of the recommendation of the City Manager and Police Chief representing Dispatch.

SECOND: The motion was seconded by Councilmember Bowcutt.

Councilmember Hughes asked that the motion be clarified.

City Attorney Shawn Guzman clarified that the approval is of the ordinance with the changes as presented tonight, including the additional changes to address an agreement and striking the portions of dispatch and referring to the agreement presented tonight.

Councilmember Arial agreed.

VOTE: Mayor Pike called for a roll call vote, as follows:

Councilmember Almquist - aye
Councilmember Hughes - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye
Councilmember Arial - aye

The vote was unanimous and the motion carried.

MOTION: A motion was made by Councilmember Almquist to approve the agreement which has the initial number City 11/13/14 as read tonight with the additional changes that ambulance services provider becomes Gold Cross throughout and other significant changes as read and indicated in the agreement.

SECOND: The motion was seconded by Councilmember Hughes.
VOTE: Mayor Pike called for a vote, as follows:

Councilmember Almquist - aye
Councilmember Hughes - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye
Councilmember Arial - aye

The vote was unanimous and the motion carried.

City Attorney Shawn Guzman stated that the provider is present. The intent in all of the discussions with them is that St. George Dispatch would be the sole dispatch for these services except those that were outlined tonight in the agreement. This is the reason the Council took the actions they took tonight.

Mike Moffitt with Gold Cross, stated they are in agreement with the agreement and the ordinance. Their commitment is to work with the St. George Dispatch Center to provide single dispatch of resources throughout St. George City and the rest of their response area to allow the St. George Dispatch Center to coordinate Gold Cross's resources with surrounding areas to provide the best responses needed. The St. George Dispatch Center should know where all of their resources are. It is their commitment to work under this agreement and to work with the St. George Dispatch to solve the day to day problems that come up.

Mayor Pike thanked all involved with this process.

REPORT FROM MAYOR, COUNCILMEMBERS AND CITY MANAGER:

Councilmember Hughes mentioned The St. George Housing Authority Board meeting. This year they received 100% on their audit. He read a letter from the Department of Housing and Urban Development.

Councilmember Arial mentioned that the Arts Center needs new restrooms. They will

cost approximately \$30,000.

Councilmember Randall commented that there is a need to plant trees at the Little Caesars on 700 South.

City Attorney Shawn Guzman stated that he will call Larry Shane to follow up.

Councilmember Almquist stated that he attended the Flood Authority meeting. His other committees have not met recently.

Councilmember Bowcutt commented that the Planning Commission has seen a number of plats. He has received a couple of complaints from citizens regarding Public Works. He contacted Cameron Cutler who took care of the issues.

Mayor Pike thanked the City Council for handling last week's meeting. He mentioned his trip to Ibigawa.

ADJOURN TO CLOSED SESSION:

MOTION: A motion was made by Councilmember Hughes to discuss current litigation and property sale and purchase.

SECOND: The motion was seconded by Councilmember Arial.

VOTE: Mayor Pike called for a roll call vote, as follows:

Councilmember Almquist - aye

Councilmember Hughes - aye

Councilmember Randall - aye

Councilmember Bowcutt - aye

Councilmember Arial - aye

The vote was unanimous and the motion carried.

RECONVENE AND ADJOURN:

MOTION: A motion was made by Councilmember Almquist adjourn.

SECOND: The motion was seconded by Councilmember Arial.

VOTE: Mayor Pike called for a vote, as follows:

Councilmember Almquist - aye

Councilmember Hughes - aye

Councilmember Randall - aye

Councilmember Bowcutt - aye

Councilmember Arial - aye

The vote was unanimous and the motion carried.

Christina Fernandez, City Recorder